

22 Jan 01

All Potential Offerors:

Although this solicitation is available for on-line review and download, the Government will not accept hard (paper) copy proposals from offerors. The Government will **only accept** electronic proposals as specified in Section L, paragraph 4.1.1.

If you choose to offer on this solicitation, the electronic files required for your offer will be emailed to you upon request. Please contact the following individuals, via email, for copies of those files:

[rcmorton@us.med.navy.mil](mailto:rcmorton@us.med.navy.mil)  
[jldraper@us.med.navy.mil](mailto:jldraper@us.med.navy.mil)  
[wlgaybill@us.med.navy.mil](mailto:wlgaybill@us.med.navy.mil)

The Government prefers requests for these files via email but will honor telefax or written requests. The offeror is ultimately responsible for the accuracy of an email address. Please include the company's complete business name, address, point of contact and telephone number within your email so that you may be contacted if a transmission problem occurs. One email request will be honored per requesting organization.

If you have not received these files within 72 hours of your email request (weekends considered), call the individual listed in the on-line solicitation, Section L, Paragraph 6.

**Once these files are sent to you, you must provide a response to the Government's email, within 48 hours (weekends considered) via email only, stating that you have successfully RECEIVED AND REVIEWED the files and that they are readable and usable. Your lack of an email response or your failure to categorically state, "I/We have received and reviewed the electronic files and they are readable and usable" may preclude your receipt of subsequent copies of amendments to the solicitation. These amendments, if issued, may cause your proposal content to change, may clarify solicitation language and/or may accelerate or delay required submission dates.**

Once you have acknowledged receipt of the electronic files, any/all amendments to the solicitation will also be emailed to you.

Changes to email addresses should be sent to the email address above. However, do not send offeror's questions regarding the language, Government's intent, or clarification to the email address above. This address is a clearinghouse for sending electronic files only and **will not** respond to offeror's questions. Offeror's questions should be addressed the individual listed in the on-line solicitation, Section L, paragraph 6.

/signed/

JUDY L. DRAPER  
Contracting Officer

<b>INFORMATION TO OFFERORS OR QUOTERS</b> <b>SECTION A - COVER SHEET</b>		1. SOLICITATION NUMBER  <div style="text-align: center;">N62645-01-R-0002</div>	2. <i>(X one)</i> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px;"></td> <td>a. SEALED BID</td> </tr> <tr> <td style="text-align: center;">X</td> <td>b. NEGOTIATED <i>(RFP)</i></td> </tr> <tr> <td></td> <td>c. NEGOTIATED <i>(RFQ)</i></td> </tr> </table>		a. SEALED BID	X	b. NEGOTIATED <i>(RFP)</i>		c. NEGOTIATED <i>(RFQ)</i>
	a. SEALED BID								
X	b. NEGOTIATED <i>(RFP)</i>								
	c. NEGOTIATED <i>(RFQ)</i>								

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation *(including attachments)*. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE *(Complete mailing address, including ZIP Code)*  
 Naval Medical Logistics Command  
 ATTN: Mrs. Robin Morton, Code 02  
 1681 Nelson Street  
 Ft. Detrick, MD 21702-9203

4. ITEMS TO BE PURCHASED *(Brief description)*  
 Cardio-Thoracic Surgeon Services, Cardio-Thoracic Perfusionist Services, and Cardio-Thoracic Operating Room Registered Nurse Services for the National Naval Medical Center, Bethesda, MD.

5. PROCUREMENT INFORMATION *(X and complete as applicable)*  

X	a. THIS PROCUREMENT IS UNRESTRICTED			
	b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING <i>(X one)</i> . <i>(See Section I of the Table of Contents in this solicitation for details of the set-aside.)</i>			
	<table style="width: 100%;"> <tr> <td style="width: 33%; text-align: center;">(1) Small Business</td> <td style="width: 33%; text-align: center;">(2) Labor Surplus Area Concerns</td> <td style="width: 33%; text-align: center;">(3) Combined Small Business/Labor Area Concerns</td> </tr> </table>	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns
(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns		

6. ADDITIONAL INFORMATION  
 SINGLE AWARD: NMLC intends to award a single indefinite delivery, indefinite quantity personal services contract resulting from this solicitation. **NOTE: The Acceptance Period to be inserted in block 12. of SF33 is "120 calendar days".**  
  
 Offerors must propose prices for CLINS 0001 through 0009.  
  
 SEE SECTION L, PARAGRAPH 8, FOR PRE-PROPOSAL CONFERENCE.  
  
 NOTE: Before submitting a proposal in response to this solicitation, a prospective offeror is encouraged to investigate the potential tax consequences should they elect to perform the resulting contract by using subcontractors in lieu of individuals carried by their payrolls. Under this RFP, the Navy does not dictate whether the individual health care workers provided would be classified by the successful offeror as "independent contractor" or "employees" for federal tax purposes. This determination shall be made solely by the offeror. SEE ALSO SECTION I, LIMITATIONS ON SUBCONTRACTING (FAR 52.219-214). If subsequent to award, the successful offeror's determination is challenged, this shall be a matter to be resolved between the offeror and the Internal Revenue Service (IRS). The Navy will not consider favorably any request for equitable adjustment to the contract based upon the successful offeror's receipt of an adverse decision by the IRS.  
  
 NOTE: See cover letter for further instructions on the requirement for electronic proposal submission.

7. POINT OF CONTACT FOR INFORMATION  

a. NAME <i>(Last, First, Middle Initial)</i> Morton, Robin C.	b. ADDRESS <i>(Include Zip Code)</i> NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET FT. DETRICK, MD 21702-9203
c. TELEPHONE NUMBER <i>(Include Area Code and Extension) (NO COLLECT CALLS)</i> 301-619-3121	

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>					
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT	
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/>	e. OTHER <i>(Specify)</i>				
9. MAILING LIST INFORMATION <i>(X one)</i>					
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.	
10. RESPONDING FIRM					
a. COMPANY NAME			b. ADDRESS <i>(Include Zip Code)</i>		
c. ACTION OFFICER					
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>		(2) Title		(3) Signature	
				(4) Date Signed <i>(YYMMDD)</i>	

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FROM

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER	
N62645-01-R-0002	
DATE <i>(YYMMDD)</i>	LOCAL TIME

TO

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 64	
2. CONTRACT NO.		3. SOLICITATION NO. N62645-01-R-0002		4. TYPE OF SOLICITATION [ ] SEALED BID (IFB) [ X ] NEGOTIATED (RFP)	5. DATE ISSUED 22 Jan 2001	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVAL MEDICAL LOGISTICS COMMAND 1681 NELSON STREET CODE 02  FORT DETRICK, MD 21702-9203			CODE N62645	8. ADDRESS OFFER TO (If other than Item 7) CODE  <b>See Item 7</b>		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".						
<b>SOLICITATION</b>						
9. Sealed offers in original and <u>1</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in <u>(See L.4)</u> until <u>14 00</u> local time <u>01 Mar 2001</u> (Hour) (Date)						
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:		A. NAME ROBIN C. MORTON		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 301-619-3121		C. E-MAIL ADDRESS rcmorton@us.med.navy.mil
11. TABLE OF CONTENTS						
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.
<b>PART I - THE SCHEDULE</b>					<b>PART II - CONTRACT CLAUSES</b>	
X	A	SOLICITATION/ CONTRACT FORM		2	X	I
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		4	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>	
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		27	X	J
X	D	PACKAGING AND MARKING		34	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>	
X	E	INSPECTION AND ACCEPTANCE		33	X	K
X	F	DELIVERIES OR PERFORMANCE		35		
X	G	CONTRACT ADMINISTRATION DATA		38	X	L
X	H	SPECIAL CONTRACT REQUIREMENTS		39	X	M
<b>OFFER (Must be fully completed by offeror)</b>						
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.						
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.						
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)						
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE		18. OFFER DATE
<b>AWARD (To be completed by Government)</b>						
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)		
24. ADMINISTERED BY (If other than Item 7)		CODE	25. PAYMENT WILL BE MADE BY		CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE
IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.						

## SECTION A Solicitation/Contract Form

1. The Contractor shall, in accordance with the terms and conditions set forth herein, furnish qualified health care workers in accordance with Section C, Statement of Work, and Section H, paragraph 5 and Attachments 001 through 006, Personnel Qualifications, and through individual Task Orders for these services. All health care workers providing services under this contract and its Task Orders shall be pre-approved by the Contracting Officer.

2. This is an indefinite-delivery/indefinite-quantity (IDIQ) contract. Task Orders will be placed under this contract on a firm fixed price basis.

3. The following activity is solely authorized to issue Task Orders:

Naval Medical Logistics Command  
Acquisition Management Directorate, Code 02  
1681 Nelson Street  
Fort Detrick MD 21702-9203

4. The Contracting Officer will place task Orders through the use of a DD Form 1155 signed by the Contracting Officer. Task Orders will be executed in writing by the Contracting Officer and transmitted either via mail, facsimile or electronically via e-mail. If the order is transmitted via e-mail, the contractor shall acknowledge receipt of e-mail.

5. Each Task Order will contain at a minimum the following information:

- (a) The date of order
- (b) Contract number and order number
- (c) Description of services (labor category, place of performance, part or full time, quantity required, minimum qualifications required)
- (d) The unit price
- (e) The period of performance
- (f) Accounting and appropriation data
- (g) Payment office address
- (h) Any other pertinent data

6. The primary place of performance for services under this contract will be National Naval Medical Center (NNMC) Bethesda, MD. Consultative services may also be performed at or provided for the Walter Reed Army Medical Center, Washington, DC.

7. Minimum and maximum quantities

The total minimum quantity for this procurement is: 2 months of Cardio-Thoracic Surgeon services, 360 hours of Cardio-Vascular Perfusionist services, and 360 hours of Cardio-Thoracic Operating Room Registered Nurse (OR RN) services for the period 01 August 2001 through 30 September 2001. A Task Order for the minimum quantity will be issued concurrent with the award of the contract.

The total maximum quantity for this procurement is:

- (1) 60 months for Cardiac-Thoracic Surgeon Services.
  - (2) 12,536 hours for Cardio-Vascular Perfusionist Services.
  - (3) 12,536 hours for Cardio-Thoracic Operating Room Registered Nurse (OR RN) Services.
  - (4) 209,660 hours for Cardiac Intensive Care/Intensive Care Unit Registered Nurse (CICU/ICU RN) Services.
  - (5) 49,920 hours for Cardio-vascular Technologist Services.
  - (6) 24,960 hours for Surgical Physician Assistant Services.
8. The estimated ordering period is 60 months from the date of contract award or until the time the Government has issued Task Orders totaling the maximum quantity, whichever occurs first.
9. Task Orders will be funded by annual appropriations. However the period of performance under a task order may cross fiscal years. The period of performance of any Task Order shall be 12 months or less in duration.
10. Contract Line Item Numbers (CLIN) 0001 through 0003 represent the total minimum quantity for this procurement. Each CLIN represents one category of health care worker. The unit price is stated in months or hours as identified in the CLIN.
11. Prices for all CLINs will be determined at time of award. The minimum quantity under CLINs 0001 through 0003 will be ordered at the stated price at time of award. The proposed unit prices for CLINs 0004 through 0009 represent fixed prices for provision of services, if ordered, exceeding the minimum quantities.
12. CLINs 0004, 0005 and 0006 represent an indefinite quantity of Cardio-Thoracic Surgeon, Cardio-Thoracic Perfusionist, and Cardio-Thoracic Operating Room Registered Nursing (OR RN) services that may be required in addition to the minimum order requirements over the life of this contract. CLINs 0007, 0008, and 0009 represent an indefinite quantity of Cardiac Intensive Care Unit/Intensive Care Unit Registered Nurse (CICU/ICU RN), Cardio-Vascular Technologist, and Surgical Physician Assistant services that may be required during the term of the contract. Services under the same SLIN may be ordered in more than one Task Order. The unit prices shall be stated in hours.
13. CLIN 0010 represents Cardio-Thoracic Surgeon services that will be negotiated during the life of the contract on an as needed basis to cover surge capacity. CLIN 0010 is To Be Negotiated (TBN) with the issuance of each Task Order.

**Section B shall be completed by the offeror and submitted with the business proposal (see Section L, paragraph 4, Instructions for Preparation of Proposals). The offeror shall include a price for each Sub-line Item Number (SLIN).**

## SECTION B Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Minimum Qty - - Cardio-Thoracic Surgeon Services - The contractor shall provide Cardio-Thoracic Surgeon services on behalf of the Government at the National Naval Medical Center, Bethesda, MD, in accordance with Section C and Attachment 001.				

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 NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AA	Minimum Quantity FFP - CT Surgeon Services 01 Aug 01 through 30 Sep 01	2.00	Months		

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 NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Minimum Qty -- CT Perfusionist Services FFP - The contractor shall provide Cardio-Thoracic Perfusionist services on behalf of the Government at the National Naval Medical Center, Bethesda, MD in accordance with Section C and Attachment 002.				

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 NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA	Minimum Qty FFP - CT Perfusionist Services 01 Aug 01 through 30 Sep 01	360.00	Hours		

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NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	Minimum Qty -- CT Operating Room RN FFP - The contractor shall provide Cardio-Thoracic Operating Room Registered Nurse services on behalf of the Government at the National Naval Medical Center in accordance with Section C and Attachment 003.				

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NSP

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA	Minimum Quantity FFP - CT OR RN Services 01 Aug 01 through 30 Sep 01	360.00	Hours		

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NET AMT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0004	Maximum Order Quantity FFP - The contractor shall provide Cardio-Thoracic Surgeon services as specified in each Task Order in accordance with Section C and Attachment 001. (The ordering period is 60 months from the date of contract award or until the time the Government has issued Task Orders totaling the maximum quantity, whichever occurs first.)				
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NSP

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0004AA	Maximum Order Quantity FFP - CT Surgeon Services Indefinite Quantity - 01 Oct 01 through 30 Sep 02				
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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AB	Maximum Order Quantity FFP - CT Surgeon Services Indefinite Quantity - 01 Oct 02 through 30 Sep 03	12.00	Months		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AC	Maximum Order Quantity FFP - CT Surgeon Services Indefinite Quantity - 01 Oct 03 through 30 Sep 04	12.00	Months		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AD	Maximum Order Quantity FFP - CT Surgeon Services Indefinite Quantity - 01 Oct 04 through 30 Sep 05	12.00	Months		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004AE	Maximum Order Quantity FFP - CT Surgeon Services Indefinite Quantity - 01 Oct 05 through 31 Jul 06	10.00	Months		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0005

Maximum Order Quantity

FFP - The contractor shall provide Cardio-Thoracic Perfusionist services as specified in each individual Task Order in accordance with Section C and Attachment 002. (The ordering period is 60 months from the date of contract award or until the time the Government has issued Task Orders totaling the maximum quantity, whichever comes first.)

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 NSP

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0005AA

80.00

Hours

NOT TO EXCEED

FFP - CT Perfusionist Services - Additional Hours

01 Aug 01 through 30 Sep 01

Additional CT Perfusionist Services, if required by the Government.

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 MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AB	Maximum Order Quantity FFP - CT Perfusionist Services Indefinite Quantity - 01 Oct 01 - 30 Sep 02	2,496.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AC	Maximum Order Quantity FFP - CT Perfusionist Services Indefinite Quantity - 01 Oct 02 - 30 Sep 03	2,496.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AD	Maximum Order Quantity FFP - CT Perfusionist Services Indefinite Quantity - 01 Oct 03 - 30 Sep 04	2,496.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AE	Maximum Order Quantity FFP - CT Perfusionist Services Indefinite Quantity - 01 Oct 04 - 30 Sep 05	2,496.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005AF	Maximum Order Quantity FFP - CT Perfusionist Services Indefinite Quantity - 01 Oct 05 - 31 Jul 06	2,112.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006	Maximum Order Quantity FFP - The contractor shall provide Cardio-Thoracic Operating Room Registered Nurse (OR RN) services as specified in each individual Task Order in accordance with Section C and Attachment 003. (The ordering period is 60 months from the date of contract award or until the time the Government has issued Task Orders totaling the maximum quantity, whichever comes first.)				

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NSP

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AA	NOT TO EXCEED FFP - CT OR RN Services 01 Aug 01 through 30 Sep 01 Additional OR RN Services, if required by the Government.	80.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AB	Maximum Order Quantity FFP - CT OR RN Services Indefinite Quantity - 01 Oct 01 - 30 Sep 02	2,496.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AC	Maximum Order Quantity FFP - CT OR RN Services Indefinite Quantity - 01 Oct 02 - 30 Sep 03	2,496.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AD	Maximum Order Quantity FFP - CT OR RN Services Indefinite Quantity - 01 Oct 03 - 30 Sep 04	2,496.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AE	Maximum Order Quantity FFP - CT OR RN Services Indefinite Quantity - 01 Oct 04 - 30 Sep 05	2,496.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006AF	Maximum Order Quantity FFP - CT OR RN Services Indefinite Quantity - 01 Oct 05 - 31 Jul 06	2,112.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0007	Maximum Order Quantity FFP - The contractor shall provide Cardiac Intensive Care Unit/Intensive Care Unit Registered Nurse (CICU/ICU RN) services as specified in each individual Task Order in accordance with Section C and Attachment 004. (The ordering period is 60 months from the date of contract award or until the time the Government has issued Task Orders totaling the maximum quantity, whichever comes first.)				
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NSP

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0007AA	Maximum Order Quantity FFP - CICU/ICU RN Services Indefinite Quantity - 01 Aug 01 - 30 Sep 01				
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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AB	Maximum Order Quantity FFP - CICU/ICU RN Services Indefinite Quantity - 01 Oct 01 - 30 Sep 02	41,932.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AC	Maximum Order Quantity FFP - CICU/ICU RN Services Indefinite Quantity - 01 Oct 02 - 30 Sep 03	41,932.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AD	Maximum Order Quantity FFP - CICU/ICU RN Services Indefinite Quantity - 01 Oct 03 - 30 Sep 04	41,932.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AE	Maximum Order Quantity FFP - CICU/ICU RN Services Indefinite Quantity - 01 Oct 04 - 30 Sep 05	41,932.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007AF	Maximum Order Quantity FFP - CICU/ICU RN Services Indefinite Quantity - 01 Oct 05 - 31 Jul 06	35,481.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008	Maximum Order Quantity FFP - The contractor shall provide Cardio-Vascular Technologist services as specified in each individual Task Order in accordance with Section C and Attachment 005. (The ordering period is 60 months from the date of contract award or until the time the Government has issued Task Orders totaling the maximum quantity, whichever comes first.)				

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NSP

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AA	Maximum Order Quantity FFP - Cardio-Vascular Technologist Services Indefinite Quantity - 01 Aug 01 - 30 Sep 01	1,536.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AB	Maximum Order Quantity FFP - Cardio-Vascular Technologist Services Indefinite Quantity - 01 Oct 01 - 30 Sep 02	9,984.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AC	Maximum Order Quantity FFP - Cardio-Vascular Technologist Services Indefinite Quantity - 01 Oct 02 - 30 Sep 03	9,984.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AD	Maximum Order Quantity FFP - Cardio-Vascular Technologist Services Indefinite Quantity - 01 Oct 03 - 30 Sep 04	9,984.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AE	Maximum Order Quantity FFP - Cardio-Vascular Technologist Services Indefinite Quantity - 01 Oct 04 - 30 Sep 05	9,984.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008AF	Maximum Order Quantity FFP - Cardio-Vascular Technologist Services Indefinite Quantity - 01 Oct 05 - 31 Jul 06	8,448.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0009	Maximum Order Quantity FFP - The contractor shall provide Surgical Physician Assistant Services as specified in each individual Task Order in accordance with Section C and Attachment 006. (The ordering period is 60 months from the date of contract award or until the time the Government has issued Task Orders totaling the maximum quantity, whichever comes first.)				
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NSP

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
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0009AA	Maximum Order Quantity FFP - Surgical Physician Assistant Services Indefinite Quantity - 01 Aug 01 - 30 Sep 01				
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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AB	Maximum Order Quantity FFP - Surgical Physician Assistant Services Indefinite Quantity - 01 Oct 01 - 30 Sep 02	4,992.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AC	Maximum Order Quantity FFP - Surgical Physician Assistant Services Indefinite Quantity - 01 Oct 02 - 30 Sep 03	4,992.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AD	Maximum Order Quantity FFP - Surgical Physician Assistant Services Indefinite Quantity - 01 Oct 03 - 30 Sep 04	4,992.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AE	Maximum Order Quantity FFP - Surgical Physician Assistant Services Indefinite Quantity - 01 Oct 04 - 30 Sep 05	4,992.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009AF	Maximum Order Quantity FFP - Surgical Physician Assistant Services Indefinite Quantity - 01 Oct 05 - 31 Jul 06	4,224.00	Hours		

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MAX  
NET AMT  
GUARANTEED  
MIN AMOUNT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010	As-Needed Surge Capacity FFP - The contractor shall provide Cardio-Thoracic Surgeon Services as specified in each individual Task Order on an as-needed Surge capacity in accordance with Section C, paragraph 2.3. (Note: The NTE quantity of hours is TBD, therefore, the total amount for CLIN 0010 is TBN.)				

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TBN

## SECTION C Descriptions and Specifications

NOTE 1: The use of "Commander" throughout this Section C means: Commander, National Naval Medical Center, Bethesda, MD. or designated representative, e.g. Contracting Officer's Representative (COR), Technical Liaison (TL), Department Head, etc.

NOTE 2: The term "Contractor" means the offeror identified in block 15A of the Standard Form 33 or block 7 of the Standard Form 26 and its health care workers who are providing services under task orders placed under the contract.

NOTE 3: The term "health care worker" refers to the individual(s) providing services under this contract.

### 1. STATEMENT OF WORK

1.1. During the term of this contract, the Contractor agrees to provide on behalf of the Government, comprehensive cardio-thoracic surgery, thoracic surgery consultative services, cardio-thoracic operating room registered nursing (OR RN) Services and cardio-vascular services for the National Naval Medical Center (NNMC), Bethesda, MD. These services are aimed at the treatment of active duty military personnel, their family members, eligible Navy civilian employees, and other eligible beneficiaries. The following services will be provided in accordance with the terms and conditions of this contract:

#### 1.1.1. Minimum Services:

1.1.1.1. Cardio-Thoracic Surgeon Services and,

1.1.1.2. Cardio-Vascular Perfusionist Services and,

1.1.1.3. Cardio-Thoracic Operating Room Registered Nursing (OR RN) Services.

1.2. Additionally, upon issuance of a Task Order (TO) from the Government, the Contractor shall supply the following optional services:

1.2.1. Cardiac Intensive Care Unit/Intensive Care Unit Registered Nurse (CICU/ICU RNs) Services and/or,

1.2.2. Cardiovascular Technologist Services and/or,

1.2.3. Surgical Physician Assistant Services.

1.3. While on duty, the health care workers shall not advise, recommend or suggest to individuals authorized to receive services at Government expense that such individuals should receive services from the health care worker when they are not on duty, or from a partner or group associated in practice with the Contractor, except with the express written consent of the Commander. The Contractor shall not bill individuals entitled for services rendered pursuant to this contract.

1.4. The health care workers shall be neat, clean, well groomed, and in appropriate clothing when in patient care and public areas. All clothing shall be free of visible dirt and stains, and shall fit correctly. Fingernails shall be clean and free from dirt and hair shall be neatly trimmed and combed. The health care workers shall display an identification badge (furnished by the Government) on the right breast of his or her outer clothing that includes the health care worker's full name and professional status. Security badges provided by NNMC shall be worn when on duty.

1.5. The health care workers shall be physically capable of standing for extended periods of time and capable of

normal ambulation.

1.6. The health care workers shall comply with Executive Order 12731, October 17, 1990, (55 Fed. Reg. 42547), "Principles of Ethical Conduct for Governments Officers and Employees", and shall also comply with Department of Defense (DOD) and Department of the Navy (DON) regulations implementing this Executive Order.

1.7. The health care worker(s) is (are) serving at the military treatment facility under a personal services contract entered into under the authority of Section 1091 of Title 10, United States Code. Accordingly, Section 1089 of Title 10, United States Code shall apply to personal injury lawsuits filed against the health care worker(s) based on negligent or wrongful acts or omissions incident to performance within the scope of this contract. The health care worker is not required to maintain medical malpractice liability insurance.

1.7.1. Health care workers providing services under this contract shall be rendering personal services to the Government and shall be subject to day-to-day supervision and control by Government personnel. Supervision and control is the process by which the individual health care worker receives technical guidance, direction, and approval with regard to a task(s) within the requirements of this contract.

1.8. The health care workers shall read, write, speak and understand the English language fluently.

1.9. The health care worker IS NOT prohibited, by reason of employment under this contract, from conducting a private practice or other employment so long as there is no conflict with the performance of duties under this contract. However, such private practice or other such employment shall not be conducted during those hours in which the healthcare worker is required to render services under this contract. The health care worker shall make no use of Government facilities or property in connection with such other employment. (See Attachment 014 NAVMED P-117).

## 2. HOURS AND SERVICES.

2.1. SCHEDULED HOURS FOR MINIMUM SERVICES. Specific hours for the Minimum Services will be specified in the Task Orders (see Attachments 001 through 003 of this contract) and will be scheduled by the Commander, NNMCMC. Any changes in the schedule shall be coordinated between the health care worker and the Government. Health care workers shall arrive for each scheduled shift in a well-rested condition.

2.2. ADDITIONAL SERVICE HOURS. When additional services are required (including urgent and emergent care), the Contractor shall, upon at least 45 minutes notice from the Government, provide those additional services to include any or all of the following: 1 Cardio-Thoracic Surgeon, 1 Cardiovascular Perfusionist, and 1 FTE Operating Room Nurse for the Cardio-Thoracic Service. All individuals shall have the requisite training and experience required under this contract and shall be in compliance with NNMCMC policies and BUMEDINST 6320.66B. Historically, these services have been required up to 12 times per 12-month period. The Contractor shall be compensated for these services in accordance with Schedule B.

2.3. SURGE CAPACITY. The Government personnel performing these tasks are subject to mobilization and deployment as part of their normal military duties. Additionally, when in the best interests of the mission of the United States Navy, the Government personnel performing these duties are subject to transfer. These actions cause a loss of capability. Therefore, the Government reserves the right to require additional Cardio-Thoracic Surgeon Services during the term of this contract using Schedule B, CLIN 0010. The price for these services will be negotiated during the life of the contract on an "as needed" basis.

2.4. OPTIONAL SERVICES. The Contractor may also be required to provide additional services in the following labor categories: Cardiac Intensive Care Unit Registered Nurses (CICU RNs), Cardiovascular Technologists, and Surgical Physician Assistants. Duties and work hours for these positions will be specified in individual Task Orders (TOs) as these positions are required. Generally, the Contractor will be given 60 days advance notice of such requirements.

2.5. When required, and to ensure completion of services that extend beyond the normal close of business, the health care worker will remain on duty in excess of the scheduled shift. If stated within the Task Order, the health care worker will be given an equal amount of compensatory time to be scheduled upon mutual agreement of the health care worker and the Commander.

2.6. Absent an emergent situation, Contractor services shall not be scheduled on the following federally established holidays: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.

### 3. ABSENCES AND LEAVE

3.1. Unless otherwise specified in the Task Order, no leave accrues to the health care workers under this contract. Should a healthcare worker be unable to work, the Contractor is responsible for providing a fully qualified replacement.

3.2. Stabilizing medical care will be provided to a health care worker with a bona fide medical emergency occurring while on duty or with an on-the-job injury. The health care worker will reimburse the Government for all medical services provided unless the health care worker is otherwise entitled to Government healthcare.

3.3. For unusual and compelling circumstances (for example, weather emergencies), in which the Commander either excuses all personnel from reporting to work or dismisses all personnel early, the Commander is authorized to grant administrative leave to the health care workers. This administrative leave may be compensated leave.

3.4. Unless otherwise authorized by a Department of Defense appropriations bill, the Government shall not reimburse Contractor for services not rendered during a Government furlough. In the event of a Government furlough, the Commander will determine which Contractor employees are considered critical and therefore will report to work. Contractor employees deemed critical will be compensated for services rendered during a furlough. All other Contractor employees will be furloughed until the Government shutdown ends or until the COR notifies the Contractor that certain other health care workers have been designated as critical employees.

4. ADMINISTRATIVE/CLINICAL/TRAINING DUTIES AND RESPONSIBILITIES. The health care worker shall perform a full range of cardio-thoracic services, on site, using Government furnished facilities, equipment and supplies. The historical caseload includes both scheduled and unscheduled requirements for care. Actual clinical activity will be a function of the overall demand for these services. All health care workers shall:

4.1. Provide the minimum services in accordance with the duties outlined in Attachments 001 through 003.

4.2. Participate in meetings to review and evaluate the care provided to patients, identify opportunities to improve the care delivered, and recommend corrective action when problems exist. Should a meeting occur outside of scheduled working hours, the health care worker shall be required to read and initial the minutes of the meeting.

4.3. Participate in the provision of in-service training to members of the clinical and administrative staff on subjects germane to their specialties.

4.4. Attend annual renewal of the following training requirements provided by the Government: family advocacy, disaster training, infection control, sexual harassment, bloodborne pathogens and fire/safety.

4.5. Participate in the implementation of the NNMC Bethesda's Family Advocacy Program as directed. Participation shall include, but not be limited to, appropriate medical examination, documentation and reporting.

4.6. Attend Composite Health Care System (CHCS) and Corporate Information System (CIS) training provided by the Government for a minimum of four (4) hours, up to a maximum of 24 hours.

4.7. Obtain and maintain certification in American Heart Association Basic Life Support (BLS) for Healthcare



Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent. The Government will provide this training and certification.

4.8. Adhere to infection control guidelines and practice universal precautions.

4.9. Contribute to the safe and effective operation of equipment used in patient care within a safe working environment. This shall include safe practices of emergency procedures, proper handling of hazardous materials and maintaining physical security.

## 5. OTHER INFORMATION.

### 5.1. PERSONNEL.

5.1.1. A minimum of three and a maximum of seven otherwise qualified Cardio-Thoracic Surgeons shall maintain delineated clinical privileges in the performance of Base Cardio-Thoracic Surgery Support Services, Additional Service Hours, and Surge Services as defined within this contract.

5.1.2. A minimum of two and a maximum of three otherwise qualified individuals to serve as Perfusionists in the performance of Base Cardio-Thoracic Surgery Support Services, Additional Service Hours, and Surge Services as defined within this contract.

5.1.3. A minimum of two and a maximum of three otherwise qualified individuals to serve as Cardio-Thoracic Operating Room Registered Nurses (OR RN) in the performance of Base Cardio-Thoracic Surgery Support Services, Additional Service Hours, and Surge Services as defined within this contract. These individuals shall be approved via the Individual Professional File requirement contained in BUMEDINST 6320.66B.

### 5.2. CREDENTIALING.

#### 5.2.1. General Information.

5.2.1.1. Contractor employees shall not provide medical services until the Commanding Officer has granted professional staff membership and clinical privileges. The Commanding Officer is the sole authority for granting and revoking privileges. The Government reserves the right to perform re-verification of credentials information. The Commanding Officer will not grant clinical privileges until the Government determines that credentials information has been satisfactorily verified. Therefore, the Navy considers the existence of Contractor employee within MTF who are not currently privileged, who fail to maintain their privileges or, who have privileges suspended or revoked to be a breach of contract. The Navy will make no payment for services resulting from services by such providers. Shifts covered or attempted to be covered by such providers are furthermore considered uncovered. The Government additionally reserves the right to terminate this contract for Default and/or shall institute other appropriate contractual and/or legal remedies for failure to comply with the terms and conditions of this contract.

5.2.1.2. The Government will not consider exceptions to the credentials review and clinical privileging process as defined by BUMEDINST 6320.66B and MTF instructions. The Contractor's failure to nominate individuals who do not meet the terms and conditions of this contract, including the requirements of BUMEDINST 6320.66B, shall not excuse nonperformance of contract requirements. A copy of BUMEDINST 6320.66B may be obtained at: <http://navymedicine.med.navy.mil/instructions/external/external.htm>.

5.2.1.3. The Contractor shall promptly replace any healthcare provider who fails to maintain staff appointment or clinical privileges. These individuals will not be permitted to perform services under this contract.

5.2.1.4. Any Contractor or Contractor employee under suspension due to an investigation at any facility or licensing agency shall not be permitted to provide service under this contract. The Contractor shall notify the COR within 24 hours of occurrence of suspension concerning itself of any of its employees. These individuals may only provide

services if privileges have been subsequently restored by the Commanding Officer.

5.2.1.5. The denial, suspension, limitation, or revocation of clinical privileges based upon practitioner impairment or misconduct shall be reported to the appropriate licensing authorities of the state in which the license is held.

5.2.1.6. The Government will appoint a member of the MTF's Professional Affairs staff to assist the Contractor on all matters relating to credentialing and the application for clinical privileges. The Contractor shall appoint a member of its professional affairs or recruitment staff to coordinate the submission of credentialing information, assuring each file constitutes a complete, valid application for all healthcare workers.

5.2.1.7. Unless otherwise specified in an individual Task Order, the Government reserves the right to extend the credentials of a healthcare worker who has been granted delineated clinical privileges on a predecessor contract without a new or additional credentialing action. This extension may only occur (a) within the same command and, (b) when there is no increased clinical competency requirement of the healthcare worker and, (c) when there is no significant change in the scope of clinical practice of the healthcare worker and, (d) when there is no gap in performance between the contracts and, (e) when the healthcare worker has had acceptable performance evaluations.

5.2.1.8. Notwithstanding any actions taken or forborne by the Government's representative, the responsibility to provide fully qualified Contractor employees remains solely with the Contractor. Nothing herein shall limit the Commanding Officer's decision to deny clinical privileges to Contractor employees or to revoke clinical privileges already granted.

5.2.1.9. The MTF will retain the credentials documentation submitted for each healthcare worker within an official Individual Credentials File (ICF) or Individual Professional File (IPF) in accordance with JCAHO, MTF and, Bureau of Medicine and Surgery instructions and directives. The Contractor shall ensure that all documentation necessary to keep each individual file current is submitted to the MTF Professional Affairs Coordinator for inclusion in each file.

5.2.1.10. The Contractor shall maintain a complete employment file for each Contractor employee during the life of this contract. This file shall contain, at a minimum, all the documentation submitted to the Government for each employee. This file and the documents therein shall be kept current and will be made available for Government inspection upon request.

#### 5.2.2. Individual Credentials Files (ICFs).

5.2.2.1. Following award of a task order, the contractor shall submit to the Professional Affairs Department, via the COR, a completed Individual Credentials File (ICF). The ICF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in BUMEDINST 6320.66B of Nov 97 and subsequent revisions. Section 4 and Appendices B and R detail the ICF requirements. ICFs for health care practitioners who do not currently have an ICF on file at the facility shall be submitted at least 30 days prior to commencement of services unless otherwise specified in the individual task order. For those health care providers who currently have an ICF on file, an updated Personal and Professional Information Sheet (PPIS) for Privileged Providers, with notation that a complete up-to-date ICF is on file, shall be submitted no less than 15 days prior to commencement of services.

#### 5.2.3. Individual Professional Files (IPFs).

5.2.3.1. Following award of a task order, the contractor shall submit to the Professional Affairs Department, via the COR, a completed Individual Professional File (IPF). The IPF, which will be maintained at the MTF, contains specific information with regard to qualifying degrees and licenses, past professional experience and performance, education and training, health status, and competency as identified in BUMEDINST 6320.66B of Nov 97 and subsequent revisions. Section 4 and Appendix S detail the IPF requirements. For those health care personnel who do not currently have an IPF on file at the facility, IPFs shall be submitted at least 30 days prior to commencement of services unless otherwise specified in the individual task order.. For those personnel who currently have an IPF on

file, an updated Personal and Professional Information Sheet (PPIS) for Nonprivileged Providers, with notation that a complete up-to-date IPF is on file, shall be submitted no less than 15 days prior to commencement of services.

#### 5.2.4. Qualifications Packages.

5.2.4.1. The Contractor shall submit a qualifications package to the COR for each health care worker who is not required to submit either an Individual Credentials File (ICF) or an Individual Professional File (IPF) (e.g., medical assistants, laboratory technicians, etc). Prior to Contractor employees providing services under this task order, the COR will verify the compliance of each health care worker with the qualification requirements appropriate to their employment category.

5.2.4.2. The Contractor shall submit all documentation necessary to demonstrate compliance with the qualification requirements as stated herein (including Section J, Position-Specific SOWs, Attachments 001 through 006). The Contractor shall submit all documentation to the COR per the terms of the task order proposal request. The COR will retain the Qualifications Package.

### 6. FAILURE AND/OR INABILITY TO PERFORM

6.1. If performance under this contract is suspended, no reimbursement shall be made and no other compensation, including annual/sick leave, shall accrue to the health care worker so long as performance is suspended including, but not limited to the following conditions:

6.1.1. Should the health care worker be unable to perform duties under this contract due to medical or physical disability for more than 13 consecutive days, the Contracting Officer may suspend performance under this contract until such medical or physical disability is resolved.

6.1.2. If clinical privileges have been summarily suspended pending an investigation into questions of professional ethics or conduct, performance under this contract may be suspended until clinical privileges are reinstated.

6.2. Any health care worker(s) demonstrating impaired judgement will be removed from the clinical setting. The Government reserves the right to remove any employee who, in the judgement of a licensed physician, is impaired by drugs or alcohol.

6.3. Health care worker(s) with alcohol or drug abuse problems may be allowed to return to work under the terms of this contract only with prior Government approval.

### SECTION D – PACKAGING AND MARKING [FOR THIS CONTRACT, THERE ARE NO CLAUSES IN SECTION D]

## SECTION E Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0001AA	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0002AA	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0003AA	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0004AA	Destination	Government	Destination	Government
0004AB	Destination	Government	Destination	Government
0004AC	Destination	Government	Destination	Government
0004AD	Destination	Government	Destination	Government
0004AE	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0005AA	N/A	N/A	N/A	N/A
0005AB	Destination	Government	Destination	Government
0005AC	Destination	Government	Destination	Government
0005AD	Destination	Government	Destination	Government
0005AE	Destination	Government	Destination	Government
0005AF	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0006AA	N/A	N/A	N/A	N/A
0006AB	Destination	Government	Destination	Government
0006AC	Destination	Government	Destination	Government
0006AD	Destination	Government	Destination	Government
0006AE	Destination	Government	Destination	Government
0006AF	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0007AA	Destination	Government	Destination	Government
0007AB	Destination	Government	Destination	Government
0007AC	Destination	Government	Destination	Government
0007AD	Destination	Government	Destination	Government
0007AE	Destination	Government	Destination	Government
0007AF	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0008AA	Destination	Government	Destination	Government
0008AB	Destination	Government	Destination	Government
0008AC	Destination	Government	Destination	Government
0008AD	Destination	Government	Destination	Government
0008AE	Destination	Government	Destination	Government
0008AF	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0009AA	Destination	Government	Destination	Government
0009AB	Destination	Government	Destination	Government
0009AC	Destination	Government	Destination	Government
0009AD	Destination	Government	Destination	Government
0009AE	Destination	Government	Destination	Government
0009AF	Destination	Government	Destination	Government

0010	Destination	Government	Destination	Government
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**CLAUSES INCORPORATED BY REFERENCE:**

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
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**CLAUSES INCORPORATED BY FULL TEXT****52.252-2 Clauses Incorporated by Reference (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://www.arnet.gov/far>.

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (DEC 1991)

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a Material Inspection and Receiving Report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

(End of clause)

**1. INSPECTION AND ACCEPTANCE**

(a) The Contracting Officer's duly authorized representative, the Contracting Officer's Representative(s), will perform inspection and acceptance of services to be provided.

(b) For the purposes of this clause, the names of the Contracting Officer's Representative(s) will be assigned in each individual Task Order issued.

(c) Inspection and acceptance will be performed at: National Naval Medical Center, Bethesda, MD.

## SECTION F Deliveries or Performance

## DELIVERY INFORMATION

CLINS	DELIVERY DATE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
0001	POP 01-AUG-01 TO 30-SEP-01				See Delivery/Task Orders
0001AA	POP 01-AUG-01 TO 30-SEP-01	Months	2.00	Dest.	Same as CLIN 0001
0002					Same as CLIN 0001
0002AA	POP 01-AUG-01 TO 30-SEP-01	Hours	360.00	Dest.	Same as CLIN 0001
0003					Same as CLIN 0001
0003AA	POP 01-AUG-01 TO 30-SEP-01	Hours	360.00	Dest.	Same as CLIN 0001
0004					Same as CLIN 0001
0004AA	POP 01-OCT-01 TO 30-SEP-02	Months	12.00	Dest.	Same as CLIN 0001
0004AB	POP 01-OCT-02 TO 30-SEP-03	Months	12.00	Dest.	Same as CLIN 0001
0004AC	POP 01-OCT-03 TO 30-SEP-04	Months	12.00	Dest.	Same as CLIN 0001
0004AD	POP 01-OCT-04 TO 30-SEP-05	Months	12.00	Dest.	Same as CLIN 0001
0004AE	POP 01-OCT-05 TO 31-JUL-06	Months	10.00	Dest.	Same as CLIN 0001
0005					Same as CLIN 0001
0005AA	POP 01-AUG-01 TO 30-SEP-01	Hours	80.00	Dest.	
0005AB	POP 01-OCT-01 TO 30-SEP-02	Hours	2,496.00	Dest.	Same as CLIN 0001
0005AC	POP 01-OCT-02 TO 30-SEP-03	Hours	2,496.00	Dest.	Same as CLIN 0001
0005AD	POP 01-OCT-03 TO 30-SEP-04	Hours	2,496.00	Dest.	Same as CLIN 0001
0005AE	POP 01-OCT-04 TO 30-SEP-05	Hours	2,496.00	Dest.	Same as CLIN 0001
0005AF	POP 01-OCT-05 TO 31-JUL-06	Hours	2,112.00	Dest.	Same as CLIN 0001
0006					Same as CLIN 0001
0006AA	POP 01-AUG-01 TO 30-SEP-01	Hours	80.00	Dest.	
0006AB	POP 01-OCT-01 TO 30-SEP-02	Hours	2,496.00	Dest.	Same as CLIN 0001
0006AC	POP 01-OCT-02 TO 30-SEP-03	Hours	2,496.00	Dest.	Same as CLIN 0001
0006AD	POP 01-OCT-03 TO 30-SEP-04	Hours	2,496.00	Dest.	Same as CLIN 0001

0006AE	POP 01-OCT-04 TO 30-SEP-05	Hours	2,496.00	Dest.	Same as CLIN 0001
0006AF	POP 01-OCT-05 TO 31-JUL-06	Hours	2,112.00	Dest.	Same as CLIN 0001
0007					Same as CLIN 0001
0007AA	POP 01-AUG-01 TO 30-SEP-01	Hours	6,451.00	Dest.	Same as CLIN 0001
0007AB	POP 01-OCT-01 TO 30-SEP-02	Hours	41,932.00	Dest.	Same as CLIN 0001
0007AC	POP 01-OCT-02 TO 30-SEP-03	Hours	41,932.00	Dest.	Same as CLIN 0001
0007AD	POP 01-OCT-03 TO 30-SEP-04	Hours	41,932.00	Dest.	Same as CLIN 0001
0007AE	POP 01-OCT-04 TO 30-SEP-05	Hours	41,932.00	Dest.	Same as CLIN 0001
0007AF	POP 01-OCT-05 TO 31-JUL-06	Hours	35,481.00	Dest.	Same as CLIN 0001
0008					Same as CLIN 0001
0008AA	POP 01-AUG-01 TO 30-SEP-01	Hours	1,536.00	Dest.	Same as CLIN 0001
0008AB	POP 01-OCT-01 TO 30-SEP-02	Hours	9,984.00	Dest.	Same as CLIN 0001
0008AC	POP 01-OCT-02 TO 30-SEP-03	Hours	9,984.00	Dest.	Same as CLIN 0001
0008AD	POP 01-OCT-03 TO 30-SEP-04	Hours	9,984.00	Dest.	Same as CLIN 0001
0008AE	POP 01-OCT-04 TO 30-SEP-05	Hours	9,984.00	Dest.	Same as CLIN 0001
0008AF	POP 01-OCT-05 TO 31-JUL-06	Hours	8,448.00	Dest.	Same as CLIN 0001
0009					Same as CLIN 0001
0009AA	POP 01-AUG-01 TO 30-SEP-01	Hours	768.00	Dest.	Same as CLIN 0001
0009AB	POP 01-OCT-01 TO 30-SEP-02	Hours	4,992.00	Dest.	Same as CLIN 0001
0009AC	POP 01-OCT-02 TO 30-SEP-03	Hours	4,992.00	Dest.	Same as CLIN 0001
0009AD	POP 01-OCT-03 TO 30-SEP-04	Hours	4,992.00	Dest.	Same as CLIN 0001
0009AE	POP 01-OCT-04 TO 30-SEP-05	Hours	4,992.00	Dest.	Same as CLIN 0001
0009AF	POP 01-OCT-05 TO 31-JUL-06	Hours	4,224.00	Dest.	Same as CLIN 0001
0010					Same as CLIN 0001

## CLAUSES INCORPORATED BY REFERENCE:

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

At the time of each delivery of supplies or services under this contract, the Contractor shall prepare and furnish to the Government a material inspection and receiving report in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense FAR Supplement.

#### D I S T R I B U T I O N

<u>Addressee</u>	<u>No. of Copies</u>
To be specified in individual Task Orders	ORIGINAL AND THREE (3) COPIES
NAVAL MEDICAL LOGISTICS COMMAND ATTN: Mrs. Robin Morton, Code 02 1681 NELSON STREET FORT DETRICK, MD 21702-9203	ONE (1) COPY

#### 2. PERIOD OF PERFORMANCE

Performance under the initial Task Orders (CLINs 0001 through 0003) shall be as follows:

CLIN 0001: Cardio-Thoracic Surgeon Services at National Naval Medical Center, 01 August 01 through 30 September 01; CLIN 0002: Cardio-Thoracic Perfusionist Services at National Naval Medical Center, 01 August 01 through 30 September 01; and CLIN 0003: Cardio-Thoracic Operating Room Registered Nurse Services at National Naval Medical Center, 01 August 01 through 30 September 01.

The period of performance for subsequent orders will be specified in each Task Order.

#### 3. PLACE OF PERFORMANCE

The primary place of performance for services under this contract will be National Naval Medical Center, Bethesda, MD. Consultative services may also be performed at or provided for the Walter Reed Army Medical Center, Washington, DC.



## SECTION G Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

## 252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

## 1. CONTRACTING OFFICER REPRESENTATIVE (COR)

The Contracting Officer's Representative(s)(CORs), will be assigned at time of award of each individual Task Order. They shall perform the duties in accordance with the clause in Section E of this solicitation and DFARS 252.201-7000, CONTRACTING OFFICER'S REPRESENTATIVE. The Contracting Officer's Representative(s) are hereby designated the technical representatives of the Contracting Officer for the purpose of conducting all technical liaisons with the contractors. Such technical representatives are not authorized to direct or consent to any deviation from the specifications, scope of work and/or terms and conditions of this contract. Accordingly, no deviations thereto may be made without the prior written approval of the Contracting Officer.

## 2. CONTRACTS POINT OF CONTACT

(a) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without the authority to do so and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The name of the Procurement Contracting Officer is Ms. Judy L. Draper.

(b) The name and address of the Contract Specialist who is the point of contact prior to and after award is:

Mrs. Robin Morton  
NAVAL MEDICAL LOGISTICS COMMAND  
1681 NELSON STREET  
FORT DETRICK, MD 21702-9203  
(301) 619-3121 [No collect calls]

## 3. INVOICING INSTRUCTIONS AND PAYMENT FOR SERVICES

(a) The contractor shall submit invoices in quadruplicate with a copy of the applicable Material Inspection and Receiving Report, DD Form 250, signed by the cognizant Government representative, stating thereon the name and title of the Government representative to whom delivery was made and the date of such delivery or period of performance.

(b) Invoices shall be submitted every two weeks to:

To be specified in                      ORIGINAL AND THREE (3)  
individual Task Orders                      COPIES

(c) The Government shall process invoices every two weeks for payment.

## SECTION H Special Contract Requirements

### 1. TASK ORDER CONTRACT

1.1 The Government intends to award a Single Award Task Order (SATO) Indefinite Delivery Indefinite Quantity (ID/IQ) contract resultant from issuance of this solicitation. Services will be procured via the award of Task Orders issued against the basic contract.

1.2 Initial Task Orders will order the contract minimum quantity of services required from the successful awardee. The type of services to be procured, as well as position specific duty descriptions for the initial and subsequent Task Orders are provided as Attachments 001 through 006 to this solicitation. The Government intends to order additional services, up to the stated contract maximum quantities in CLINs 0004 through 0010, throughout the life of this contract.

#### 1.3 Commencement of Performance

(a) Upon award, a Task Order will be transmitted to the contractor on a DD Form 1155. Approved health care workers must begin performance no later than 30 days after execution of the Task Order by the Contracting Officer, unless otherwise mutually agreed. If a health care worker is not available to begin performance on the Task Order, the contractor must notify the Contracting Officer immediately.

(b) Failure to begin performance with the approved health care worker may result in termination of the Task Order. The contractor may or may not be given the opportunity to propose a new health care worker. The Government reserves the right to terminate the contract and/or Task Order for default if the contractor fails to begin performance.

### 2. PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS

None of the services required by this contract shall be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the Contracting Officer.

### 3. RESTRICTION ON THE USE OF GOVERNMENT-AFFILIATED PERSONNEL

Without the written approval of the Contracting Officer, the contractor shall not use, in the performance of this contract, any U.S. Government employees or persons currently performing dental services on other Department of Defense contracts.

### 4. SUBSTITUTION OF PERSONNEL

(a) The contractor agrees to initiate performance of each Task Order using only the health care worker(s) whose professional qualifications have been determined technically acceptable by the Government.

(b) No personnel substitutions shall be made by the contractor without the express consent of the Contracting Officer. All substitution requests will be processed in accordance with this clause. The Government retains the right to terminate a Task Order.

(c) No personnel substitutions shall be permitted during the period beginning with Task Order award and continuing through the first 30 days of contract performance, unless they are necessitated by a health care worker's unexpected illness, injury, death or termination of employment. Should one of these events occur, the contractor shall promptly notify the Contracting Officer and provide the information required in paragraph (d) below. All substitution requests shall be submitted in writing and must provide the information required by paragraph (d) below.

(d) All substitution requests must provide a detailed explanation of the circumstances necessitating the proposed replacement of personnel. The contractor shall also demonstrate that the substitute health care worker(s) possess

professional qualifications that meet the minimum requirements in this contract and in the position specific Statement of Work contained in the contract. The Contracting Officer will evaluate such requests and promptly notify the contractor of the approval or disapproval thereof.

## 5. GROUP AND PERSONNEL REQUIREMENTS

5.1. MINIMUM REQUIREMENTS OF CARDIO-THORACIC GROUP - The Cardio-Thoracic Surgical group providing services under this contract shall meet the following qualifications:

- 5.1.1. Have at least 60% of its practice dedicated to the services described herein and,
- 5.1.2. Have at least one physician who will be credentialed under this contract with a minimum of 3 years experience performing pediatric Cardio-Thoracic procedures within the preceding 5 years.
- 5.1.3. Have been in existence as a business entity prior to issuance of this solicitation and,
- 5.1.4. Consist of at least 4 surgeons certified by the American Board of Thoracic Surgeons.

5.2. MINIMUM PERSONNEL REQUIREMENTS FOR ALL HEALTH CARE WORKERS -

Each health care worker shall:

- 5.2.1. Provide proof of U.S. Employment Eligibility (per Attachment 009, List of Acceptable Documents). No alien shall be allowed to perform under this contract in violation of the Immigration Laws of the United States.
- 5.2.2. Represent an acceptable malpractice risk to the Department of Defense. The contractor shall submit a signed, detailed statement of prior or pending malpractice claims and an explanation of disposition of each.
- 5.2.3. Provide proof of current certification in American Heart Association Basic Life Support (BLS) for Healthcare Providers; American Heart Association Healthcare Provider Course; American Red Cross CPR (Cardio Pulmonary Resuscitation) for the Professional Rescuer; or equivalent, unless otherwise specified in the Task Order.
- 5.3. Specific requirements for each position are contained in Attachments 001 through 006.

## 6. REGULATORY COMPLIANCE REQUIREMENTS

a. The health care worker shall obtain, at contractor expense, a statement from the health care worker's physician or a report of a physical examination within 60 days prior to contract start indicating that the health care worker is free from mental or physical impairments which would restrict the health care worker from providing the services described herein. Health care workers hired after contract start shall be required to provide a physical exam statement or report obtained within 60 days prior to performance of services. The statement must contain the following information:

"Having performed a physical examination on the person named below on (insert date), the following findings are true and accurate:

- 1. (Name of health care worker) is suffering from no physical disability that restricts them from providing services as a (specialty).
- 2. (Name of health care worker) is not suffering from sexually transmitted or other contagious diseases which restricts them from providing services as a (specialty).
- 3. (Name of health care worker) has (circle the applicable number):

3a. Received at least three doses of recombinant hepatitis B vaccine currently licensed in the United States, or,

3b. Received an initial dose of the hepatitis B vaccine. The vaccine series shall be completed within 6 months of the employee start date, or,

3c. Provided documentation of the health care worker's waiver which declines the hepatitis B vaccine as set forth in OSHA guidelines (declination on the basis of religious convictions or medical contraindications only), or,

3d. Provided evidence of immunologically effective anti-HB levels in lieu of proof of recombinant hepatitis B vaccines. Assays must be performed in a laboratory accredited by the American Society of Clinical Pathologists (ASCP) and/or the College of American Pathologists (CAP).

4. (Name of health care worker) shows immunity to Measles, Mumps and Rubella (MMR); varicella immune status; and a current PPD reading or evaluation as specified in Paragraph H.6(d)."

(signed)

Examining Physician

Examining Physician Information:

Name:

Address:

Telephone:

b. Except as provided in c., below, no medical tests or procedures required by the contract may be performed in the MTF. Expenses for all required tests and/or procedures shall be borne by the contractor at no additional expense to the Government.

c. Further, the health care worker shall agree to undergo personal health examinations and such other medical and dental examinations at any time during the term of this contract, as the Commanding Officer may deem necessary for preventive medicine, quality assurance, or privileging purposes. These examinations will be provided by the Government. If the health care worker chooses, these examinations may be provided by a private physician or dentist at no expense to the Government. Additionally the health care worker must be immunized annually with the influenza vaccine in accordance with the BUMED instruction currently in effect. This vaccine will be provided by the Government. Although this vaccine will be provided by the Government, it may be obtained at other facilities with the cost being borne by the health care worker. Unless vaccinated by the Government, the health care worker shall be required to show proof of the vaccination. If the health care worker chooses to be immunized by the Government they shall be required to sign a waiver in accordance with MTF rules and regulations. If the health care worker declines the immunization, they must provide documentation of the waiver, which declines the influenza vaccine (declination on the basis of religious convictions or medical contraindications only).

d. Prior to the commencement of performance under this contract, the Technical Liaison shall direct the health care worker to inprocess through standard facility procedures. Health care workers who have patient contact must show immunity to Measles, Mumps and Rubella (MMR) through: Serological testing which shows sero-positivity to MMR or proof of vaccination (persons born prior to 1957 must have received one dose of MMR vaccine: persons born in 1957 or later must have received two doses of MMR vaccine). The health care worker shall provide evidence of varicella immune status or a statement of history of chicken pox. Additionally, health care workers must provide a current Purified Protein Derivative (PPD) reading, or evaluation if known PPD reactor, on an annual basis. The contractor is responsible for any expenses incurred for required testing.

e. The health care worker shall participate in the Command's Bloodborne Pathogen Program orientation as scheduled by the Senior Medical Department Representative. The health care worker shall also participate in annual training and training for new procedures with the potential for occupational exposure to bloodborne pathogens. Health care worker's involved in an exposure incident shall follow MTF regulations and procedures.

f. Management of HIV positive health care worker shall be consistent with current Centers for Disease Control (CDC) guidelines and Section 503 of the Rehabilitation Act (29 U.S.C Section 793) and its implementing regulations (41 CFR Part 60-741).

g. The health care worker shall comply with the CDC's "Universal Precautions" for prevention of the transmission of HIV during all invasive procedures.

h. The health care worker shall become acquainted with and obey all station regulations, shall perform in a manner to preclude the waste of utilities, and shall not use Government telephones for personal business. All motor vehicles operated on these installations by the health care worker shall be registered with the base security service according to applicable directives. Eating by the health care worker is prohibited in patient care areas and is restricted to designated areas. Smoking is prohibited in all clinic facilities.

i. All financial, statistical, personnel, and technical data which is furnished, produced or otherwise available to the contractor during the performance of this contract are considered confidential business information and shall not be used for purposes other than performance of work under this contract. Such data shall not be released by the contractor without prior written consent of the Technical Liaison. Any presentation of any statistical or analytical materials, or any reports based on information obtained from studies covered by this contract, will be subject to review and approval by the Technical Liaison before publication or dissemination.

j. The Secretary of the Navy has determined that the illegal possession or use of drugs and paraphernalia in a military setting contributes directly to military drug abuse and undermines Command efforts to eliminate drug abuse among military personnel. The policy of the Department of the Navy (including the Marine Corps) is to deter and detect drug offenses on military installations. Measures to be taken to identify drug offenses on military installations, and to prevent introduction of illegal drugs and paraphernalia, include routine random inspection of vehicles while entering or leaving with drug detection dogs when available, and random inspection of personal possessions on entry or exit. If there is probable cause to believe that a health care worker has been engaged in use, possession, or trafficking of drugs, the health care worker may be detained for a limited period of time until he or she can be removed from the installation or turned over to local law enforcement personnel having jurisdiction. When illegal drugs are discovered in the course of an inspection or search of a vehicle operated by a health care worker, the health care worker and vehicle may be detained for a reasonable period of time necessary to surrender the individual and vehicle to appropriate civil law enforcement personnel. Action may be taken to suspend, revoke, or deny installation driving privileges. Implicit with the acceptance of this contract is the agreement by the health care worker to comply with all Federal and State laws as well as regulations issued by the Commander of the military installation concerning illegal drugs and paraphernalia.

#### 6.1 Crime Control Act of 1990 Requirement

(a) Section 21 of the Crime Control Act of 1990, 42 U.S.C. 13041, as amended by section 1094 of Public Law 102-190, requires every facility operated by the Federal Government (or operated under contract with the Federal Government) that hires (or contracts to hire) individuals involved in the provision of child care services to ensure that all existing and newly-hired employees undergo a criminal background check. The term "child care services" is defined to include health and mental health care.

(b) The Government will conduct criminal background checks on all contractor employees providing child care services under this contract based on fingerprints of contractor employees obtained by a Government law enforcement officer and inquiries conducted through the Federal Bureau of Investigation (FBI) and State criminal history repositories. In doing so, the Government shall follow the procedures set forth in DOD Instruction 1402.5.

(c) Within 30 days after contract award, the contractor and all contractor employees shall provide all reasonable and necessary assistance to the Government, including compliance with the employment application requirements set forth in 42 U.S.C. 13041(d). Upon receipt of the results of a background check, the contractor further agrees to undertake a personnel action in accordance with 42 U.S.C. 13041(c), when appropriate.

(d) With written recommendation from the Commanding Officer and the approval one level above the Contracting Officer, a contractor employee may be permitted to perform work under this contract prior to the completion of a background check, provided the employee is within sight and continuous supervision of an individual with a successful background check.

(e) Contractor employees shall have the right to obtain a copy of any background check pertaining to themselves and to challenge the accuracy and completeness of the information contained in the report.

## SECTION I Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE:

52.202-1	Definitions	OCT 1995
52.202-1 Alt I	Definitions (Oct 1995) --Alternate I	APR 1984
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	JUL 1995
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 1997
52.204-4	Printing/Copying Double-Sided on Recycled Paper	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUL 1995
52.215-2	Audit and Records--Negotiation	JUN 1999
52.222-3	Convict Labor	AUG 1996
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	FEB 1999
52.222-35	Affirmative Action For Disabled Veterans And Veterans of the Vietnam Era	APR 1998
52.222-36	Affirmative Action For Workers With Disabilities	JUN 1998
52.222-37	Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era	JAN 1999
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	APR 1998
52.223-6	Drug Free Workplace	JAN 1997
52.223-14	Toxic Chemical Release Reporting	OCT 2000
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.227-1	Authorization and Consent	JUL 1995
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	JAN 1991
52.229-5	Taxes--Contracts Performed In U S Possessions Or Puerto Rico	APR 1984
52.232-8	Discounts For Prompt Payment	MAY 1997
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUN 1997
52.232-33	Payment by Electronic Funds Transfer--Central Contractor Registration	MAY 1999
52.233-1	Disputes	DEC 1998
52.233-1 Alt I	Disputes (Dec 1998) - Alternate I	DEC 1991
52.233-3	Protest After Award	AUG 1996
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984

52.244-5	Competition In Subcontracting	DEC 1996
52.245-2	Government Property (Fixed Price Contracts)	DEC 1989
52.245-2 Alt I	Government Property (Fixed-Price Contracts) (Dec 1989) - Alternate I	APR 1984
52.246-25	Limitation Of Liability--Services	FEB 1997
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.252-2	Clauses Incorporated By Reference	FEB 1998
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	MAR 1999
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.205-7000	Provisions Of Information To Cooperative Agreement Holders	DEC 1991
252.215-7000	Pricing Adjustments	DEC 1991
252.223-7004	Drug Free Work Force	SEP 1988

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

- (a) The Schedule (excluding the specifications).
- (b) Representations and other instructions.
- (c) Contract clauses.
- (d) Other documents, exhibits, and attachments.
- (e) The specifications.

##### 52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through a date to be determined, but not exceeding 60 months from contract award, or until all maximum quantities have been ordered, whichever occurs first.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of



less than \$1,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 42,000 hours per individual line item;

(2) Any order for a combination of items in excess of the total maximum total requirement for this contract.

(c) Notwithstanding paragraphs (a) and (b) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 30 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after a date to be determined, but not exceeding 60 months from contract award.

(End of clause)

#### 52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

#### 52.232-3 PAYMENTS UNDER PERSONAL SERVICES CONTRACTS (APR 1984)

The Government shall pay the Contractor for the services performed by the Contractor, as set forth in the Schedule of this contract, at the rates prescribed, upon the submission by the Contractor of proper invoices or time statements to the office or officer designated and at the time provided for in this contract. The Government shall also pay the Contractor:

(a) a per diem rate in lieu of subsistence for each day the Contractor is in a travel status away from home or regular place of employment in accordance with Federal Travel Regulations (41 CFR 101-7) as authorized in appropriate Travel Orders; and

(b) any other transportation expenses if provided for in the Schedule.

(End of clause)

#### 52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases.-

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

#### 52.249-12 TERMINATION (PERSONAL SERVICES) (APR 1984)

The Government may terminate this contract at any time upon at least 15 days' written notice by the Contracting Officer to the Contractor. The Contractor, with the written consent of the Contracting Officer, may terminate this contract upon at least 15 days' written notice to the Contracting Officer.

#### 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION.(MAR 2000)

(a) Definitions.

As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr2000.com>.

(End of clause)

## SECTION J List of Documents, Exhibits and Other Attachments

## Section J Table Of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment A	CT Attachments		DEC-22-2000

ATTACHMENT NUMBER	DESCRIPTION	PAGES	DATE	ATTACHED/BY REF
001	Position Specific Statement of Work for Cardio-Thoracic Surgeon Services at Bethesda, MD	3	N/A	X
002	Position Specific Statement of Work for Cardio-Vascular Perfusionist Services at Bethesda, MD	3	N/A	X
003	Position Specific Statement of Work for Cardio-Thoracic Operating Room Registered Nurse Services at Bethesda, MD	3	N/A	X
004	Position Specific Statement of Work for Cardiac Intensive Care/Intensive Care Unit (CICU/ICU) Registered Nurse Services	3	N/A	X
005	Position Specific Statement of Work for Cardiovascular Technologist	2	N/A	X
006	Position Specific Statement of Work for Surgical Physician Assistant Services	4	N/A	X
007	Supplemental Pricing Worksheet (Physician Only)	1	N/A	X
008	Supplemental Pricing Worksheet	1	N/A	X
009	List of Acceptable Documents	2	N/A	X
010	Past Performance.doc and Past Performance Table	2	N/A	X
011	Management Plan.doc	3	N/A	X
012	Group Practice – Self-Certification	1	N/A	X
013	NAVMED P-117	2	29 Oct 92	X
014	Contract Administration Plan	23	N/A	X

## SECTION K Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY FULL TEXT

## 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contradictory to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as an agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above \_\_\_\_\_ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

## 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

#### 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

##### (a) Definitions.

Common parent, as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

Taxpayer Identification Number (TIN), as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

##### (d) Taxpayer Identification Number (TIN).

\_\_\_ TIN:-----

\_\_\_ TIN has been applied for.

\_\_\_ TIN is not required because:

\_\_\_ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

\_\_\_ Offeror is an agency or instrumentality of a foreign government;

\_\_\_ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

\_\_\_ Sole proprietorship;

\_\_\_ Partnership;

\_\_\_ Corporate entity (not tax-exempt);

\_\_\_ Corporate entity (tax-exempt);

\_\_\_ Government entity (Federal, State, or local);

\_\_\_ Foreign government;

\_\_\_ International organization per 26 CFR 1.6049-4;

\_\_\_ Other-----

(f) Common parent.

\_\_\_ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

\_\_\_ Name and TIN of common parent:

Name-----

TIN-----

(End of provision)

#### 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) Contractor identification is essential for complying with statutory contract reporting requirements. Therefore, the offeror is requested to enter, in the block with its name and address on the Standard Form 33 or similar document, the annotation "DUNS" followed by the DUNS number which identifies the offeror's name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

(1) Company name.

(2) Company address.

(3) Company telephone number.

(4) Line of business.

(5) Chief executive officer/key manager.

(6) Date the company was started.

(7) Number of people employed by the company.

(8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@dnb.com](mailto:globalinfo@dnb.com).

(End of provision)

**52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that--

(i) The Offeror and/or any of its Principals--

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

**THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.**

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in



withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 2000)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 621999.

(2) The small business size standard is \$5 Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ☐ It has, ☐ has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

## 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (Check each block that is applicable.)

☐ (i) The facility does not manufacture, process or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313.(b)(1)(A) of EPCRA 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

## 252.209-7003 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (MAR 1998)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 37 U.S.C. 4212(d) (i.e., the VETS-100 report required by Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has submitted the most recent report required by 38 U.S.C. 4212(d).

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 199)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

## SECTION L Instructions, Conditions and Notices to Bidders

## CLAUSES INCORPORATED BY REFERENCE:

52.215-1	Instructions to Offerors--Competitive Acquisition	FEB 2000
52.237-1	Site Visit	APR 1984

## CLAUSES INCORPORATED BY FULL TEXT

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm-Fixed Price, Indefinite Quantity contract resulting from this solicitation.

(End of clause)

## 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far>

## 1. SINGLE OR MULTIPLE AWARDS (FAR 52.216-27) (OCT 1995)

The Government elects to award one (1) task order contract for the same or similar services under this solicitation.

## 2. SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

NAVAL MEDICAL LOGISTICS COMMAND  
ATTN: CODE 02, Ms. Judy Draper  
1681 NELSON STREET  
FORT DETRICK, MD 21702-9203  
FAX: 301-619-6793

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

## 3. SUBMISSION OF COST OR PRICING DATA

(a) It is expected that this contract will be awarded based upon a determination that there is adequate price competition; therefore, the offeror is not required to submit additional cost or price data or certify cost or pricing data with its proposal.

(b) If, after receipt of the proposals, the Contracting Officer determines that adequate price competition does not exist in accordance with FAR 15.403-3 and 15.403-4, the offeror shall provide other information requested to be submitted to determine fair and reasonableness of price or cost realism, or certified cost or pricing data as requested by the Contracting Officer.

#### 4. INSTRUCTIONS FOR PREPARATION OF PROPOSALS

##### 4.1 Introduction and Purpose.

This section specifies the format and content that offerors shall use in response to this Request for Proposal (RFP). The intent is not to restrict the offerors in the manner in which they will perform their work but rather to require uniformity in the format of the responses for evaluation purposes. Offerors must submit a proposal that is in the format prescribed by paragraph 4.1.1 and is comprehensive enough to provide the basis for a sound evaluation by the Government. Information provided should be precise, factual, and complete. Clarity, completeness, and responsiveness are of the utmost importance. Any proposal that does not offer as a minimum, that which is requested in this solicitation may be determined to be substantially incomplete and not warrant any further consideration.

##### 4.1.1 Proposals shall be submitted electronically.

Upon receipt of the electronic files from the contracting officer the offeror's proposal shall be submitted on 4 offeror provided 3.5" diskettes as follows:

a. Diskettes 1 and 2 shall each contain the offeror's Past Performance information and Management Plan and shall also contain the files Past Performance.doc (Attachment 010) **and** Management Plan.doc (Attachment 011). Additionally, diskettes 1 and 2 shall contain the offeror's Group Practice Self Certification (Attachment 012). The information on diskette 2 shall mirror the information on diskette 1.

b. Diskettes 3 and 4 shall each contain the offeror's Business Proposal and shall include the files Electronic Schedule B.xls, and Section K.doc. Included within Electronic Schedule B.xls, are Supplemental Pricing Worksheets for each separately priced position (Attachments 007 and 008). The information on diskette 4 shall mirror the information on diskette 3.

The closing date for submission of Diskettes 1 and 2, 3, and 4 shall be **01 Mar 01 at 2:00 PM** local time (Eastern Standard Time).

If an offeror is late submitting (a) any diskette, or (b) any diskette required file is missing from their proposal, their entire proposal will be considered late.

Offerors are responsible for assuring that the diskettes forwarded in response to this solicitation are neither damaged nor unreadable. Diskettes 1 through 4 shall be 3.5" diskettes formatted by either Microsoft Windows 95 or Microsoft Windows 98 . All files shall be submitted using either Microsoft Word 97 (for the .doc files) or Microsoft Excel 97 (for the .xls files). Diskettes 2 and 4 contain mirror files. Offerors shall assure that all files are in a "read only" format and not subject to change. Files shall not be password protected.

Offerors shall accept the formatting, style, pitch/point, margins and other formatting imbedded in these electronic documents as provided by E-mail. The Government will accept no changes.

##### 4.1.2 Diskettes 1 and 2: Past Performance, Management Plan, and Group Practice Self Certification.

##### 4.1.2.1 Past Performance

a. The contractor shall complete the past performance table provided as Past Performance.doc. This Microsoft Word 97 document includes information from no less than 1, and no more than 3 of their previous/current contracts that are most current, specific to the labor categories identified in Section B. In order to be considered current, services must have been provided within the last five years.

b. If the offeror has no relevant past performance, they shall affirmatively state that they possess no relevant past performance within Past Performance.doc. If you have relevant past performance outside of a contractual relationship, please provide a narrative describing that performance.

c. The offeror shall provide Past Performance information by completing the table contained within Past Performance.doc that includes the following:

1. The contract number(s).
  2. A brief description of services provided (type and number of cases)
  3. The number and type of health care workers provided, e.g., 1 surgeon. 2 registered nurses.
  4. The location of services provided including facility name, city and, state.
  5. The dates of services provided.
  6. The name, organization, address and telephone number of a verified point of contact at the federal, state, local government or commercial entity for which the contract services were performed. The offeror is responsible for ensuring that all points of contact provided as references are current and appropriate, and that the phone numbers provided are valid.
  7. The number, type and severity of any quality, delivery or price problems in performing the contract, the corrective action taken and the effectiveness of the corrective action.
- d. A single page discussion (which follows the chart) of noteworthy successes, accomplishments, awards or commendations achieved during the described experience in providing services, and any other information the offeror considers relevant to its corporate experience. The Government will accept no more than one single spaced page.

#### 4.1.2.2 Management Plan

a. The contractor shall complete the document provided in Attachment 011 as Management Plan.doc. This Microsoft Word 97 document requires the offerors to provide information concerning their management plan for the provision of services.

#### 4.1.2.3 Group Practice Self Certification.

a. The offeror must complete the Group Practice Self Certification form. The offeror must possess those characteristics described in the Self Certification form in order to be considered for award.

#### 4.1.2.4 Diskettes 3 and 4: Business Proposals

Your business proposal must include the following:

- a. A completed Standard Form 33. This form must be downloaded, printed, completed, signed and mailed/delivered by the offeror.
- b. An acknowledgment of any amendments issued by the Government prior to the receipt of proposals.

c. A Completed Section K.doc containing the Representations, Certifications and Other Statements of Offerors contained in Section K of this Solicitation. In addition to electronic submission, Section K must be printed, signed, and returned in hardcopy form along with diskettes 3 and 4.

d. The offeror shall complete Electronic Schedule B.xls for all **CLINS 0001 through 0009**. The offeror shall complete the boxes shaded in light blue. The spreadsheet will calculate the remaining totals including the total price for **CLINS 0001 through 0009**. Included on Electronic Schedule B.xls is a Supplemental Pricing Worksheet for each separately priced position. The information provided in Electronic Schedule B.xls for **CLINS 0001 through 0009** will be used to determine price realism during the evaluation of the offeror's proposal. The final negotiated health care worker compensation rates proposed within Electronic Schedule B.xls will be considered the lowest acceptable compensation rates to the health care worker upon contract award. The awardee is not prohibited from paying a range of compensation rates to recruited health care workers in a particular labor category, but under no circumstances shall the compensation rate be lower than that included in the rates shown in Electronic Schedule B.xls.

e. CLIN 0010 is TBN. The Government will solicit prices from the contractor if/when the CLIN is exercised.

## 5. PROPOSAL EVALUATION FACTORS

a. Proposals shall be in the form prescribed by, and shall contain a response to each of the areas identified in Section L, paragraph 4 of this solicitation.

b. The Government reserves the right to award without discussions. It should be noted that award may be made to other than the lowest priced offer. Offerors are therefore cautioned that each initial offer should contain the offeror's best terms. In the evaluation of all offeror's proposals, Past Performance is significantly more important than the Management Plan. Additionally, the combined technical evaluation factors of Past Performance and Management Plan are significantly more important than the combined price evaluation factors of Completeness, Reasonableness, and Realism.

### 5.1 Past Performance

The Government will evaluate the, "risk to the Government" associated with the offeror's past performance. The Government will give greater consideration to experience that is most relevant to the solicitation. Past Performance not as relevant will warrant a greater technical risk assessment. The most relevant past performance will be those references that most closely match the solicitation requirements in terms of Scope (i.e. the type of health care workers in settings similar to the requirement [clinical environment]) and, Magnitude (i.e. the numbers of health care workers provided by labor category). The Government reserves the right to contact the points of contact identified in the offeror's proposal for the purpose of verifying the offeror's record of past performance. The Government will not restrict its past performance evaluation to information submitted by offerors but will also consider any other information in its possession.

### 5.2 Business Proposals

Adequate price competition is expected for this acquisition. As indicated in Section L, paragraph 4.1.2.4(d) (above), offerors are required to furnish Supplemental Pricing Worksheets, to support all prices proposed for Section B, CLINs 0001 through 0009. The Price Proposal will be evaluated with consideration to the following factors:

(1) Completeness. All cost information required by the Request for Proposal (RFP) has been submitted.

(2) Reasonableness. The degree to which the proposed prices compare to the prices a reasonable prudent person would expect to incur for the same or similar services.

(3) Realism. The proposed labor compensation rates proposed in the offeror's supplemental pricing worksheets for each CLIN or SLIN will be examined to identify unusually low cost estimates, understatements of costs,



inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and the risk of personnel recruitment and retention problems during contract performance.

### 5.3 Management Plan

The Government will evaluate the "risk to the Government" associated with the offeror's Management Plan. The Government will evaluate the offeror's responses in regards to their approach to recruitment and retention, taking into account the specific requirements of task order contracting and all other requirements of the solicitation. The Government will not assume that the offeror possesses any capability unless it is specified in the proposal.

### 5.4 Group Practice Self Certification.

a. The offeror must complete the Group Practice Self Certification form (Attachment 012). The offeror must possess those characteristics described in the Self Certification form in order to be considered for award.

## 6. TECHNICAL QUESTIONS

Offerors must submit all technical questions concerning this solicitation in writing to the Contract Specialist. Naval Medical Logistics Command (NMLC) must receive the questions no later than 15 calendar days after the issue date (Block 5 of SF 33) of this solicitation. NMLC will answer questions that may affect offers in an amendment to the solicitation. NMLC will not disclose the source of the questions. Questions shall be referred to:

NAVAL MEDICAL LOGISTICS COMMAND  
ATTN: Mrs. Robin Morton  
1681 Nelson Street, Code 02  
Fort Detrick, MD 21702-9203  
PHONE: (301) 619-3121 [No collect calls]  
FAX: (301) 619-6793

## 7. LIMITATION OF PAYMENT FOR PERSONAL SERVICES

Under the provisions of 10 U.S.C. 1091 and DODI 6025.5, "Personal Services Contracting", implemented 6 January 1995, the total amount of compensation paid to an individual direct health care provider in any year cannot exceed the full time equivalent annual rate specified in 10 U.S.C. 1091.

## 8. PRE-PROPOSAL CONFERENCE

The Government will conduct a pre-proposal conference for this acquisition if sufficient interest is indicated by potential offerors. If a pre-proposal conference is held, it will be conducted at the National Naval Medical Center, Bethesda, MD, 8901 Wisconsin Avenue, Bethesda, MD on 06 February 2001, 9:00 AM local time. If you are interested in a pre-proposal conference, please send an email or FAX request to the point of contact provided below:

Naval Medical Logistics Command  
ATTN: Mrs. Robin Morton, Code 02  
1681 Nelson Street  
Fort Detrick, MD 21702-9203  
FAX: (301) 619-6793  
rcmorton@us.med.navy.mil

Provide the following information:

Name of Offeror  
Address and Phone Number of Offeror  
Name(s) of Attendees (Limit 3 per offeror)

## 9. SITE VISITS

The Government may conduct a site visit at the National Naval Medical Center Bethesda, MD. Offerors may request a site visit to be held at the convenience of the Government.

To request a site visit, send an email or FAX request to the point of contact provided below:

Naval Medical Logistics Command  
ATTN: Mrs. Robin Morton, Code 02  
1681 Nelson Street  
Fort Detrick, MD 21702-9203  
FAX: (301) 619-6793  
rcmorton@us.med.navy.mil

Provide the following information:

Name of Offeror  
Address and Phone Number of Offeror  
Name(s) of Attendees (Limit 3)

#### 10. REVIEW OF AGENCY PROTESTS

(a) The contracting activity, Naval Medical Logistics Command, will process agency protests in accordance with the requirements set forth in FAR 33.103(d).

(b) Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a contracting officer to the reviewing authority.

(c) The reviewing authority for Naval Medical Logistics Command is the Director of Acquisition Management, Mr. Gilbert Hovermale, Naval Medical Logistics Command, Code 02, 1681 Nelson Street, Ft. Detrick, MD 21702-9203. Agency procurement protests should clearly identify the initial adjudicating official, i.e., the "contracting officer" or "reviewing official".

(d) Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

## SECTION M Evaluation Factors for Award

### 1. EVALUATION CRITERIA AND BASIS FOR AWARD

a. The Government will make an award to the responsible offeror submitting the proposal that is determined most advantageous to the Government, price and other factors considered. The evaluation of proposals will be based on a technical evaluation of Past Performance and the Management Plan and, the Business Proposal submitted by each offeror. Award under this procurement will be made to the offeror determined to be the best value to the Government.

b. The combined factors Past Performance and Management Plan are significantly more important than price. In the evaluation of all offeror's proposals, Past Performance is significantly more important than the Management Plan. Additionally, the combined technical evaluation factors of Past Performance and Management Plan are significantly more important than the combined price evaluation factors of Completeness, Reasonableness, and Realism. However, the closer the merits of the technical proposal are to one another, the greater will be the importance of price in making the award determination. In the event that two or more proposals are determined not to have any substantial technical differences (i.e. are technically equivalent), award may be made to the lower priced proposal. It should be noted that award may be made to other than the lowest priced offer if the Government determines that a price premium is warranted due to technical merit.

c. Award may also be made on the basis of initial offers without discussions. Offerors are therefore cautioned that each initial offer should contain the offeror's best terms.

d. Past Performance. The Government will evaluate the, "risk to the Government" associated with the offeror's past performance. The Government will give greater consideration to experience that is most relevant to the solicitation. Past Performance not as relevant will warrant a greater technical risk assessment. The most relevant past performance will be those references that most closely match the solicitation requirements in terms of Scope (i.e. the type of health care workers in settings similar to the requirement [clinical environment]) and, Magnitude (i.e. the numbers of health care workers provided by labor category). The Government reserves the right to contact the points of contact identified in the offeror's proposal for the purpose of verifying the offeror's record of past performance. The Government will not restrict its past performance evaluation to information submitted by offerors but will also consider any other information in its possession.

e. Business Proposals. The Government will evaluate the business proposal responses with consideration to the following factors:

(1) Completeness. All cost information required by the Request for Proposal (RFP) has been submitted.

(2) Reasonableness. The degree to which the proposed prices compare to the prices a reasonable prudent person would expect to incur for the same or similar services.

(3) Realism. The proposed labor compensation rates proposed in the offeror's supplemental pricing worksheets for each CLIN or SLIN will be examined to identify unusually low cost estimates, understatements of costs, inconsistent pricing patterns, potential misunderstandings of the solicitation requirements, and the risk of personnel recruitment and retention problems during contract performance.

f. Management Plan. The Government will evaluate the "risk to the Government" associated with the offeror's Management Plan. The Government will evaluate the offeror's responses in regards to their approach to recruitment, retention, taking into account the specific requirements of task order contracting.

Attachment 001  
CARDIO-THORACIC SURGEONS

1. **LABOR CATEGORY.** The contractor shall provide Cardio-Thoracic Surgeon Services.
2. **PLACE OF PERFORMANCE.** The health care worker shall provide service for the National Naval Medical Center (NNMC), Bethesda, MD. Additionally, consultation may be required for the Walter Reed Army Medical Center (WRAMC), Washington, DC.
3. **DUTY HOURS.** The health care worker shall normally provide services for 20 hours per week, as required.
4. **ABSENCES AND LEAVE.** No leave shall accrue to healthcare workers providing services under this contract.
5. **CREDENTIALING.** In accordance with Section C of the contract.
6. **GENERAL DUTIES AND RESPONSIBILITIES.** Actual clinical activity will be a function of the Commander's credentialing process and the overall demand for Cardio-Thoracic Surgery Services. The duties and responsibilities contained herein apply to all services provided by surgeons performing services under this contract. Contractor Cardio-Thoracic Surgeons shall perform a full range of Cardio-Thoracic Surgery Services to include, but not limited to the requirements contained in Section C of the contract and this Task Order.
7. **ADMINISTRATIVE/TRAINING DUTIES AND RESPONSIBILITIES.** In accordance with Section C of the contract.
8. **CLINICAL RESPONSIBILITIES.** The health care worker shall provide pre-operative care, operative care, post-operative care, primary on-call services, secondary on-call services and procedures to include, but not limited to:
  - 8.1. Serve as either the primary or assistant surgeon in Cardio-Thoracic cases.
  - 8.2. Provide consultations and stand-by services for angioplasty procedures.
  - 8.3. Provide preoperative management of patients, to include clinical consultation, selection and timing of operative intervention, and the selection of operative procedures.
  - 8.4. Provide surgical care for patients to include open and closed heart operations and operations on the great vessels of the chest.
  - 8.5. Provide both inpatient and outpatient consultative opinions for members of the hospital's staff as requested. Timely consultative opinions shall be provided within 72 hours (for "routine" consultation requests); within 24 hours (for "same day" consultation requests); and immediately (for "stat" consultation requests). Additionally, consultation may be required for the Walter Reed Army Medical Center (WRAMC), Washington, DC.
  - 8.6. Direct and provide appropriate diagnostic and therapeutic measures for inpatients.
  - 8.7. Maintain a cohesive working interaction with the Cardiology Division and Pulmonary Disease Division of the NNMC.
  - 8.8. Assist the department in conducting their training programs in thoracic and cardiovascular surgery.
  - 8.9. Assist in the provision of post-operative management of Cardio-Thoracic surgery patients.
  - 8.10. Provide supervision and/or periodic training to members of the NNMC staff. Topics will include, but not be limited to Cardio-Thoracic Surgery procedures, developments, or related issues. This requirement may fluctuate during the period of the contract, but changes will be minor. This includes providing the actual training and completing the training evaluation.

8.11. Provide detailed explanations and recommendations, as requested, to members of the NNMC medical staff regarding quality of care issues. These recommendations are generally due within 5 days of the request.

9. CLINICAL EXPERIENCE. The healthcare worker shall be capable of providing services within the scope of clinical privileges granted by the Commander.

**10. MINIMUM PERSONNEL QUALIFICATIONS FOR CARDIO-THORACIC SURGEONS REQUIRED PRIOR TO WORK ASSIGNMENT:**

10.1. Graduation from a medical school approved by the Liaison Committee on Medical Education of the American Medical Association or the American Osteopathic Association or permanent certification by the Educational Commission for Foreign Medical Graduates (ECFMG).

10.2. Possess a current, active, unrestricted license to practice as a physician in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands and maintenance of same. The Contractor shall comply with all applicable licensing regulations. All state medical licenses held by each Cardio-Thoracic Surgeon must be submitted as part of the credentials file.

10.3. Certification in Thoracic Surgery as determined by the American Board of Thoracic Surgery.

10.4. Performed at least 100 pump cases per year for a minimum of three years following completion of training. Results for each physician for the preceding 3 years shall meet or exceed current Society of Thoracic Surgeons predicted results for CABG, redo-CABG, valve replacement, and aortic root replacement.

10.5. Continuing medical education that maintains skills and knowledge in Cardio-Thoracic Surgery that meets the annual requirements of the American Board of Thoracic Surgery.

Attachment 002  
CARDIO-VASCULAR PERFUSIONIST

1. **LABOR CATEGORY.** The contractor shall provide Cardio-Vascular Perfusion Services.
2. **PLACE OF PERFORMANCE.** The health care worker shall provide service for the National Naval Medical Center (NNMC), Bethesda, MD.
3. **DUTY HOURS.** The health care worker shall normally provide services for 80 hours per two-week period, as required.
4. **ABSENCES AND LEAVE.** No leave shall accrue to healthcare workers providing services under this contract.
5. **CREDENTIALING.** None.
6. **GENERAL DUTIES AND RESPONSIBILITIES.** Actual clinical activity will be a function of the overall demand for Cardio-Thoracic Surgery Services. The duties and responsibilities contained herein apply to all services provided by cardio-vascular perfusionists performing services under this contract. Contractor perfusionists shall perform the full range of Cardio-Vascular Perfusion services to include, but not limited to the requirements contained in Section C of the contract and this Task Order.
7. **ADMINISTRATIVE/TRAINING DUTIES AND RESPONSIBILITIES.** In accordance with Section C of the contract.
8. **CLINICAL RESPONSIBILITIES.** The health care worker shall perform those services and procedures identified herein, including:
  - 8.1. Preparing and assembling the heart-lung machine, intra-aortic balloon pumps and other related extracorporeal apparatus with the appropriate modifications and adaptations thereof so as to be compatible with each patient, pathology and type of case.
  - 8.2. Working in close professional support with government and contractor cardio-thoracic surgeons, anesthesiologists, professional nurses and personnel of other disciplines in the planning and performance of cardio-vascular procedures.
  - 8.3. Maintaining and operating the extracorporeal circulation apparatus (heart-lung machine), providing oxygenated blood, anesthetics, blood chemical and base equilibrium, (specifically normal heart and lung functioning) to the patient during heart surgery.
  - 8.4. Following the rigid surgical aseptic techniques required to institute and maintain total body perfusion of the patient during open heart surgery using extra-corporeal circulation.
  - 8.5. Ensuring that all systems function perfectly and in coordination with each other, as well as with the physiological status of the patient and the successive phases of the surgical procedure.
  - 8.6. Preparing and assembling the extra-corporeal apparatus with appropriate modifications and adaptations compatible with the size of the patient, cardiac pathology, physiological status of the patient's cardiovascular system, degree of illness of the patient and the surgical technical problems that may be encountered.
  - 8.7. Controlling the technical operation and coordinating the maneuvers by which extra-corporeal circulation is instituted, sustained, and discontinued so that the heart and lungs resume normal function.
  - 8.8. Inducing hypothermia when prescribed by the surgeon.
  - 8.9. Operating the cardioplegia delivery system for infusion of cardioplegia to the coronaries for myocardial preservation.

- 8.10. Initiating, operating, and monitoring the membrane respiratory or cardiac assist device for critically ill patients.
- 8.11. Supervising and operating intra-aortic balloon assist devices when necessary.
- 8.12. Adjusting balloon inflation and deflation.
- 8.13. Detecting arrhythmias and insuring the balloon's proper functioning.
- 8.14. Maintaining constant surveillance of overall performance of extra-corporeal apparatus in relation to the physical and chemical changes produced in the blood by obtaining samples during various phases of perfusion for the purpose of making the following determinations: pH, PCO<sub>2</sub>, PO<sub>2</sub>, acid base equilibrium, potassium and sodium content, and by interpretation of electrocardiographic and electroencephalographic recordings during perfusion.
- 8.15. Initiating and operating (as directed by the cardio-thoracic surgeon) Haemonetics cell saver machine, facilitating the salvaging and washing of blood cells; returning these viable blood products to the patient.
- 8.16. Ascertaining the proper sterilization of all supplies, components of the heart-lung machine and all equipment used for extra-corporeal circulation.
- 8.17. Providing postoperative perfusion services as required for ventricular assist patients.
- 8.18. Maintaining an accurate record of the perfusions and recording statistical data as directed. Maintaining an accurate log of all biochemical and bacteriology studies done while the patient is on the heart-lung machine.
- 8.19. Maintaining an inventory of equipment required to keep the heart-lung machine in operation, requesting additional information in accordance with NNMC's standard operating procedures.
- 8.20. Maintaining the heart-lung machine and all components in proper condition for operation at all times; inspect each unit during disassembly, and replace necessary worn out or defective parts.
- 8.21. Participating with cardio-thoracic surgeons and other disciplines in clinical investigation and research conducted in connection with open heart surgery by suggesting modifications and/or improvements based on technical knowledge of equipment.
- 8.22. Providing instruction/direction to staff for in-service education requirements.
- 8.23. Providing standby services for PTCA procedures.

#### **9. MINIMUM PERSONNEL QUALIFICATIONS FOR CARDIO-VASCULAR PERFUSIONIST REQUIRED PRIOR TO WORK ASSIGNMENT:**

- 9.1. A certificate, diploma or degree in Perfusion from an accredited college approved by the American Board of Cardiovascular Perfusion.
- 9.2. Board certification as determined by the American Board of Cardio-vascular Perfusion.
- 9.3. Current certification in Basic Life Support (BLS) which may be achieved prior to commencement of services or within 3 months following (a) contract start or (b) the first date of employment.
- 9.4. A minimum of 3 years experience within the preceding 4 years which meets or exceeds the American Board of Cardio Perfusionist predicted results.

CARDIO-THORACIC OPERATING ROOM REGISTERED NURSING (OR RN) SERVICES

1. **LABOR CATEGORY.** The contractor shall provide Cardio-Thoracic Operating Room Registered Nursing (OR RN) Services.
2. **PLACE OF PERFORMANCE.** The health care worker shall provide service for the National Naval Medical Center (NNMC), Bethesda, MD.
3. **DUTY HOURS.** The health care worker shall normally provide services for 80 hours per two-week period, as required.
4. **ABSENCES AND LEAVE.** No leave shall accrue to healthcare workers providing services under this contract.
5. **CREDENTIALING.** In accordance with Section C of the contract.
6. **GENERAL DUTIES AND RESPONSIBILITIES.** Actual clinical activity will be a function of the overall demand for Cardio-Thoracic Surgery Services. The duties and responsibilities contained herein apply to all services provided by Cardio-Thoracic Operating Room Registered Nurses performing services under this contract. Contractor healthcare workers shall perform the full range of services to include, but not limited to the requirements contained in Section C of the contract and this Task Order.
7. **ADMINISTRATIVE/TRAINING DUTIES AND RESPONSIBILITIES.** In accordance with Section C of the contract.
8. **CLINICAL RESPONSIBILITIES.** The health care worker shall perform those services and procedures identified herein, including:
  - 8.1. Assisting with patient monitoring before, during and after surgery and responding appropriately to physiological or behavioral changes.
  - 8.2. Effectively monitoring and controlling the physical environment i.e. room temperature/humidity, maintaining traffic patterns, adhering to prescribed operating room sanitation/infection control procedures/policies.
  - 8.3. Overseeing the proper reprocessing, sterilization and maintenance of sterile supplies, assuring appropriate storage of services supplies.
  - 8.4. Creating sterile fields and maintaining the principles of aseptic technique. Readily identifying and correcting breaks in sterile technique.
  - 8.5. Ensuring that all essential equipment and supplies for surgical procedures are in the operating room and cooperating with scrub tech in placing orders for supplies and equipment.
  - 8.6. Accurately performing sponge, needle, instrument and small item count in accordance with standard NNMC operating procedures.
  - 8.7. Assisting with the transport of patients to and from the Cardio-Thoracic Surgery Department.
  - 8.8. Checking the patient with the anesthesiologist upon arrival to surgery.
  - 8.9. Placing the patient on the operating table and positioning the patient with assistance as required. Securing the patient safely on table.
  - 8.10. Initiating operating room records, ensuring compliance with the NNMC's standard operating procedures.
  - 8.11. Assisting the anesthesiologist as required, e.g. identification check, vital signs, etc.



8.12. Observing sterile technique, providing sterile supplies and instruments for placement by scrub technicians and performing surgical prep of operative areas as directed by the surgeons and applying surgical drapes. Providing equipment such as cautery, lights and platforms or stools for standing or sitting as directed. Manipulating lights over surgical field.

8.13. Changing the patient's gown at end of surgery and providing for the patient's comfort. Assisting in the transfer of the patient to the recovery room, or the patient's room, as directed

8.14. Completing operating room records and writing any charges. Wrapping and labeling specimens and sending them to the laboratory. Notifying the floor nurse when the patient is transported to the recovery room.

8.15. Ensuring that the operating room is ready for the next procedure.

8.16. Circulate as needed for all cases performed by the cardio thoracic service to include open hearts and thoracic procedures.

#### **9. MINIMUM PERSONNEL QUALIFICATIONS FOR CARDIO-THORACIC OPERATING ROOM REGISTERED NURSES REQUIRED PRIOR TO WORK ASSIGNMENT:**

9.1. A Baccalaureate Degree in Nursing and at least three years experience, or an Associate Degree and at least four years experience, or a Diploma Graduate and at least three years experience.

9.2. A current unrestricted license to practice as a Registered Nurse in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands and maintenance of same. The Contractor shall comply with all applicable licensing regulations. All licenses held by each Registered Nurse must be submitted as part of the Individual Professional File. Additionally, Registered Nurses licensed outside of the 50 States must provide proof of having successfully passed the National Council Licensure Exam (NCLEX).

9.3. Current certification as a certified Operating Room Nurse as determined by the Association of Operating Room Nurses.

9.4. Successful completion of at least 12 classroom hours (Contact Hours/CEUs) of continuing education within the preceding 24 months which maintains skills and knowledge as a Registered Nurse.

9.5. At least 3 years experience as a Cardio-Thoracic Circulating Registered Nurse within the preceding 4 years. This experience may have been attained concurrently with the experience describe sub-paragraph 1 above. This shall include experience in both Cardiac and General Thoracic surgery.

9.6. Current certification in Advanced Cardiac Life Support (ACLS) which may be achieved prior to commencement of services or within 3 months following either (a) contract start or (b) the first date of employment.

Attachment 004

CARDIAC INTENSIVE CARE/INTENSIVE CARE UNIT (CICU/ICU) REGISTERED NURSE SERVICES

1. **LABOR CATEGORY.** The contractor shall provide CICU/ICU Registered Nursing Services.
2. **PLACE OF PERFORMANCE.** The health care worker shall provide service for the National Naval Medical Center (NNMC), Bethesda, MD.
3. **DUTY HOURS.** The health care worker shall normally provide services for 80 hours per two-week period, as required.
4. **ABSENCES AND LEAVE.** No leave shall accrue to healthcare workers providing services under this contract.
5. **CREDENTIALING.** In accordance with Section C of the contract.
6. **GENERAL DUTIES AND RESPONSIBILITIES.** Actual clinical activity will be a function of the overall demand for CICU/ICU Services. The duties and responsibilities contained herein apply to all services provided by CICU/ICU Registered Nurses performing services under this contract. Contractor healthcare workers shall perform the full range of services to include, but not limited to the requirements contained in Section C of the contract and this Task Order.
7. **ADMINISTRATIVE/TRAINING DUTIES AND RESPONSIBILITIES.** In accordance with Section C of the contract.
8. **CLINICAL RESPONSIBILITIES.** The health care worker shall perform those services and procedures identified herein, including:
  - 8.1. Providing intensive nursing care to complex critically ill patients appropriate to the specific unit. Continually assess condition of one to two patients for potential or life threatening crisis.
  - 8.2. Operating hemodynamic monitors and specialized unit equipment safely and effectively.
  - 8.3. Interpreting cardiac rhythms and cardiorespiratory parameters, determining the implications of data and making indicated interventions, including the provision of Advanced Life Support. Comprehends underlying principles of pacemakers and Intra-aortic Balloon Pump therapy.
  - 8.4. Administering prescribed medications safely to include IV push medications and infusions. Demonstrates ability to correctly integrate knowledge of drug actions with hemodynamic concepts. Monitors and documents patient responses in a timely manner.
  - 8.5. Receiving, reporting and counting narcotics with nurse going off duty. Maintaining controlled drug records.
  - 8.6. Caring for patients on ventilators, identifying problems and initiating appropriate interventions.
  - 8.7. Managing and assessing intra-cranial pressure monitoring data, integrating concepts of cerebral perfusion with data analysis, symptomatology and initiating appropriate nursing interventions.
  - 8.8. Requisitioning unit supplies, equipment, linens, medications/drugs, etc as directed. Maintaining emergency supply cart and ensuring that equipment is clean and in good working order prior to use. Reporting any discrepancies to the head of nursing or supervisor.
  - 8.9. Assisting with patient monitoring after surgery and responding appropriately to physiological or behavioral changes.
  - 8.10. Overseeing the proper reprocessing, sterilization and maintenance of sterile supplies, assuring appropriate storage of services supplies.

8.11. Maintaining required unit records, patient charts, forms, logs, records, registers, census reports and collect required statistics.

8.12. Preparing equipment and assist physicians with treatment procedures.

8.13. Recognizing emergencies and responding with appropriate protocol; e.g. resuscitation, oxygen, emergency drugs, cardiac massage, application of medical equipment and other, as established by the medical staff.

8.14. Participating in discharge planning.

8.15. Assisting with the transport of patients.

#### 9. MINIMUM PERSONNEL QUALIFICATIONS FOR CICU/ICU OPERATING ROOM REGISTERED NURSES REQUIRED PRIOR TO WORK ASSIGNMENT:

9.1. A Baccalaureate Degree in Nursing and at least three years experience, or an Associate Degree and at least four years experience, or a Diploma Graduate and at least three years experience.

9.2. A current unrestricted license to practice as a Registered Nurse in any one of the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, Guam or the U.S. Virgin Islands and maintenance of same. The Contractor shall comply with all applicable licensing regulations. All licenses held by each Registered Nurse must be submitted as part of the credentials file. Additionally, Registered Nurses licensed outside of the 50 States must provide proof of having successfully passed the National Council Licensure Exam (NCLEX).

9.3. At least 5 years experience within the preceding 8 years as a Critical Care Unit Registered Nurse.

9.4. Successful completion of a hospital or American Association of Critical Care Nurses (AACRN) sponsored Critical Care course, consisting of a minimum of one week including but not limited to:

9.4.1. Cardiovascular, pulmonary, neurological, renal, endocrine and gastrointestinal pathophysiology and,

9.4.2. Electrocardiography and,

9.4.3. Hemodynamic monitoring and,

9.4.4. Airway adjuncts & mechanical ventilation and,

9.4.5. Intra-aortic balloon pump and,

9.4.6. Intra-cranial pressure monitoring and,

9.4.7. Critical care pharmacology, including thrombolytics and

9.4.8. Critical care lab analysis and,

9.4.9. Families in crisis.

9.5. Current certification and maintenance of certification in Advanced Cardiac Life Support (ACLS).

Attachment 005  
CARDIOVASCULAR TECHNOLOGIST

1. **LABOR CATEGORY.** The contractor shall provide Cardiovascular Technologist Services.
2. **PLACE OF PERFORMANCE.** The health care worker shall provide service for the National Naval Medical Center (NNMC), Bethesda, MD.
3. **DUTY HOURS.** To be specified if a Task Order Proposal Request is issued. However, the health care worker shall normally provide services for 80 hours per two-week period, as required.
4. **ABSENCES AND LEAVE.**
  - 4.1. Healthcare workers providing services under this contract shall accrue 8 hours paid leave for each 80 hours worked. However, leave accrual rates may be doubled for the first two pay periods of each task order (16 hours will be accrued for each of the first two 80 hours periods worked). If leave accrual is doubled, no leave will accrue for the final two pay periods of a task order. Leave accrues only to the individual providing services.
  - 4.2. Planned absences from assigned duties shall be requested with 15 working days advance notice, in writing, to the Commander.
  - 4.3. The healthcare worker shall follow the policy of the Commander regarding requests for unplanned absences. If the health care worker is absent for three or more consecutive days of unplanned absence, he/she may be required to provide written documentation from a qualified health care provider that he/she is free from communicable disease including the cause of the unplanned absence. The Government reserves the right to examine and/or re-examine any healthcare worker who meets this criterion.
  - 4.4. Any and all leave accrued by the health care worker will be forfeited at the expiration of his or her period of performance. If the contract is terminated for default, there will be no reimbursement for any accrued leave balance. In the event that the health care worker gives notice of employment termination, all accrued leave must be used within that notice period, or forfeited. Unplanned absences during this period shall be supported by a physician's statement of illness upon request.
5. **CREDENTIALING.** None.
6. **GENERAL DUTIES AND RESPONSIBILITIES.** Actual clinical activity will be a function of the overall demand for Cardio-Thoracic Surgery and Cardiology Services. The duties and responsibilities contained herein apply to all services provided by Cardiovascular Technologist performing services under this contract. Contractor Cardiovascular Technologists shall perform a full range of Cardiovascular Technologist services to include, but not limited to the requirements contained in Section C of the contract and those duties and responsibilities specified if a Task Order Proposal Request is issued.
7. **ADMINISTRATIVE/TRAINING DUTIES AND RESPONSIBILITIES.** In accordance with Section C of the contract.
8. **CLINICAL RESPONSIBILITIES.** The health care worker's clinical performance will be a function of the overall demand for Cardiovascular Technology services. Productivity is expected to be comparable with that of other Cardiovascular Technologists assigned to the same facility and authorized the same scope of practice. The health care worker shall:
  - 8.1. Perform diagnostic tests of cardiovascular and pulmonary systems of patients to aid the physician in the diagnosis and treatment of heart, lung, and blood vessel disorders.
  - 8.2. Prepare patients for tests and explain procedures to obtain patient cooperation and reassure patient.
  - 8.3. Conduct electrocardiogram, echocardiogram, stress testing, and other tests to aid in diagnosis of cardiovascular

system, using variety of specialized electronic test equipment, recording devices, and laboratory instruments.

8.4. Maintain current knowledge of the use of operating room machinery and College of American Pathology (CAP) procedures.

8.5. Operate multi-channel physiologic monitor, as part of cardiac catheterization team, to measure and record functions of the cardiovascular and pulmonary systems of patient during cardiac catheterization.

8.6. Alert the physician to instrument readings outside normal ranges during cardiac catheterization procedures.

8.7. Provide test results to the physician.

**9. MINIMUM PERSONNEL QUALIFICATIONS FOR CARDIOVASCULAR TECHNOLOGISTS REQUIRED PRIOR TO WORK ASSIGNMENT:**

9.1. Successful completion of a program in Cardiovascular Technology accredited by CAHEA.

9.2. Current certification as a Cardiovascular Technologist as determined by the either (a), Cardiovascular Credentialing International or (b), the American Registry of Registered Diagnostic Medical Sonographers.

9.3. Experience as a Cardiovascular Technologist of at least two years within the preceding five years. Experience must have been obtained following completion of a program in Cardiovascular Technology accredited by CAHEA. This experience can be conveyed through transcripts, resumes, publications, letters of recommendation, etc. as these sources are determined to be acceptable by the Government

9.4. Current certification in Basic Life Support (BLS) which may be achieved prior to commencement of services or within 3 months following either (a) contract start or (b) 3 months following the first date of employment.

Attachment 006  
SURGICAL PHYSICIAN ASSISTANT SERVICES

1. **LABOR CATEGORY.** The contractor shall provide Surgical Physician Assistant Services.
2. **PLACE OF PERFORMANCE.** The health care worker shall provide service for the National Naval Medical Center (NNMC), Bethesda, MD.
3. **DUTY HOURS.** The health care worker shall normally provide services for 80 hours per two-week period, as required.
4. **ABSENCES AND LEAVE.** No leave shall accrue to healthcare workers providing services under this contract.
5. **CREDENTIALING.** In accordance with Section C of the contract.
6. **GENERAL DUTIES AND RESPONSIBILITIES.** Actual clinical activity will be a function of the Commander's credentialing process and the overall demand for Surgical Physician Assistant Services. The duties and responsibilities contained herein apply to all services provided by surgeons performing services under this contract. Contractor Physician Assistants shall perform a full range of Surgical Physician Assistant Services to include, but not limited to the requirements contained in Section C of the contract and this Task Order.
7. **ADMINISTRATIVE/TRAINING DUTIES AND RESPONSIBILITIES.** In accordance with Section C of the contract.
8. **CLINICAL RESPONSIBILITIES.** The health care worker shall perform those services and procedures identified herein, including:
  - 8.1. **ASSESSMENT:**
    - 8.1.1. Obtain patient health and developmental history.
    - 8.1.2. Perform and record a health appraisal including physical assessment and evaluation.
    - 8.1.3. Differentiate between normal findings and those that require consultation and/or referral.
    - 8.1.4. Diagnose patients with common acute conditions, illnesses or minor trauma within legally accepted protocols, Nurse Practice Acts, or in accordance with NAVMEDCOMINST 6550.4.
    - 8.1.5. Request X-Rays and laboratory tests as deemed necessary.
  - 8.2. **PLANNING:**
    - 8.2.1. Formulate a health care plan for clinic patients emphasizing self-care responsibility through the participation of the patient, family, physician and other health care professionals.
  - 8.3. **INTERVENTION:**
    - 8.3.1. Treat patients with common acute conditions, illnesses or minor trauma within accepted protocols, Nurse Practice Acts, and/or in collaboration with a physician.
    - 8.3.2. Collaborate with the physician in the health care of patients with chronic illnesses.
    - 8.3.3. Identify resources and coordinate referrals for patients and families requiring further evaluation and services.
    - 8.3.4. Assist in staff education.

#### 8.4. EVALUATION:

8.4.1. Analyze the results of the patient's health care plan.

8.4.2. Modify the patient's health care plan as needed.

8.4.3. Implement and participate in follow-up.

#### 8.5. EQUIPMENT AND MATERIAL MANAGEMENT:

8.5.1. Provide for an optimum physical environment for patients and staff, emphasizing good safety practices and cleanliness.

8.5.2. Support preventive maintenance and report equipment failures and inadequacies.

8.5.3. Promote economical utilization of equipment and supplies. Be cost conscious when ordering lab and radiological studies.

8.5.4. Know the location and operation of emergency equipment.

8.5.5. Adhere to departmental and hospital safety guidelines.

#### 8.6. RECORDS AND DOCUMENTATION:

8.6.1. Maintain patient records in accordance with NNMC requirements.

8.6.2. Collect and record all examination data in proper format for review, approval and/or recommendation by physician.

8.6.3. Become thoroughly familiar with and apply procedures documented in the NNMC's standard Operating Procedures (SOP).

#### 8.7. CARDIO-THORACIC SERVICES:

##### 8.7.1. Surgical Services:

8.7.1.1. Provide first assisting, opening and closing in surgeries

8.7.1.2. Perform harvesting of venous and arterial conduits. The healthcare worker shall successfully complete the Government provided in-service course in IV placement prior to assignment to this task.

##### 8.7.2. Clinical Services:

8.7.2.1. Provide pre-operative and post-operative care in the CICI/ICU and wards, taking patient histories and performing physical examinations.

8.7.2.2. Provide initial consultations as required.

8.7.2.3. Ensure that appropriate and timely administrative duties for admission and procedures are performed.

8.7.2.4. Coordinate patient management to include, but not limited to, pre-and post hospital surgical care.

##### 8.7.3. Training Services:

8.7.3.1. Provide cardio-thoracic surgical technical training and supervision to OR staff, interns, and residents, to include, but not limited to, opening and closing sternum, cannulation assistance, harvesting and closing venous and arterial conduits, assisting in distal and proximal anastomosis, and decanulation.

**9. MINIMUM PERSONNEL QUALIFICATIONS FOR SURGICAL PHYSICIAN ASSISTANTS REQUIRED PRIOR TO WORK ASSIGNMENT:**

9.1. A degree from a physician assistant training program accredited by the Committee on Allied Health Education and Accreditation (CAHEA) and the National Commission on Certification of Physician Assistants.

9.2. Certification as a physician assistant by the National Commission on Certification of Physician Assistants.

9.3. A minimum of 2 years experience within the preceding 4 years which maintains skills and knowledge as a Physician Assistant providing cardio-thoracic surgery assistance.

9.4. Current certification in Basic Life Support (BLS) which may be achieved prior to commencement of services or within 3 months following either (a) contract start or (b) the first date of employment.



SUPPLEMENTAL PRICING WORKSHEET – **PHYSICIAN ONLY**

In accordance with Section L, paragraph 4.1.1, the Contracting Officer will use the information from this supplemental pricing worksheet to determine price realism. The total health care worker compensation reported on this supplemental pricing worksheet shall reflect the lowest acceptable compensation rate that will be paid to a health care worker upon contract or task order award. The task order awardee is not prohibited from paying a range of compensation rates to recruited health care workers in a particular labor category, but under no circumstances shall the compensation rate be lower than that included in the Supplemental Pricing Worksheet. A supplemental pricing worksheet shall be prepared for each separately priced CLIN/SLIN.

Minimum compensation the Health Care Worker will receive per month:

CLIN \_\_\_\_\_

- i. Monthly Rate (shall include:  
scheduled services, called-in,  
primary on-call, secondary on-call) \$ \_\_\_\_\_
- ii. \*Fringe Benefits \$ \_\_\_\_\_

TOTAL HEALTH CARE WORKER  
COMPENSATION per month \$ \_\_\_\_\_

\*Fringe Benefits include non-cash compensation provided to employees to comply with Department of Labor compensation.

Samples of fringe benefits include: 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowance.

Other fringe benefits offered but not listed above (please specify):

---

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

## SUPPLEMENTAL PRICING WORKSHEET

In accordance with Section L, paragraph 4.1.1, the Contracting Officer will use the information from this supplemental pricing worksheet to determine price realism. The total health care worker compensation reported on this supplemental pricing worksheet shall reflect the lowest acceptable compensation rate that will be paid to a health care worker upon contract or task order award. The task order awardee is not prohibited from paying a range of compensation rates to recruited health care workers in a particular labor category, but under no circumstances shall the compensation rate be lower than that included in the Supplemental Pricing Worksheet. A supplemental pricing worksheet shall be prepared for each separately priced CLIN/SLIN.

Minimum compensation the Health Care Worker will receive per hour:

	CLIN _____
i. Hourly Rate	\$ _____
ii. *Fringe Benefits	\$ _____

TOTAL HEALTH CARE WORKER COMPENSATION per hour	\$ _____
---	----------

\*Fringe Benefits include non-cash compensation provided to employees to comply with Department of Labor compensation.

Samples of fringe benefits include: 401(k), Insurance (Medical/Dental/Life), Continuing Education Expenses, Bonuses, Incentives, and Uniform Allowance.

Other fringe benefits offered but not listed above (please specify):

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\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Organization

LISTS OF ACCEPTABLE DOCUMENTS  
SUBMIT ONE FROM LIST A

LIST A

Documents that Establish Both Identity and Employment Eligibility

1. U. S. Passport (unexpired or expired)
2. Certificate of U. S. Citizenship (INS Form N-560 or N-561)
3. Certificate of Naturalization (INS Form N-550 or N-570)
4. Unexpired foreign passport, with I-551 stamp or attached INS Form I-94 indicating unexpired employment authorization.
5. Alien Registration Receipt Card with photograph (INS Form I-151 or I-551)
6. Unexpired Temporary Resident Card (INS Form I-688)
7. Unexpired Employment Authorization Card (INS Form I-688A)
8. Unexpired Reentry Permit (INS Form I-327)
9. Unexpired Refugee Travel Document (INS Form I-571)
10. Unexpired Employment Authorization Document issued by the INS that contains a photograph (INS Form I-698B)

OR SUBMIT ONE FROM LIST B AND ONE FROM LIST C

LIST B

Documents that Establish Identity

1. Driver's license or ID card issued by a state or outlying possession of the United States provided it contains a photograph or information such as name, date of birth, sex, height, eye color, and address
2. ID card issued by federal, state or local government agencies of entitles provided it contains a photograph or information such as name, date of birth, sex height, eye color, and address
3. School ID card with a photograph
4. Voter's registration card

LIST C

Documents that Establish Employment Eligibility

1. U.S. social security card issued by the Social Security Administration (other than a card stating it is not valid for employment)
2. Certification of Birth Abroad issued by the Department of State (Form FS-545 or Form DS-1350)
3. Original or certified copy of a birth certificate issued by a state, county, municipal authority or outlying possession of the United States bearing an official seal

5. U.S. Military card or draft record

6. Military dependant's ID Card

7. U.S. Coast Guard Merchant  
Mariner Card

8. Native American tribal document

9. Driver's license issued by a  
Canadian government authority

**For persons under age 18 who  
are unable to present a  
document listed above;**

10. School record or report card

11. Clinic, doctor, or hospital record

12. Day-care or nursery school record

4. Native American Tribal document

5. U.S. Citizen ID Card (INS Form I-197)

6. ID Card for use of Resident  
Citizen in the United States  
(INS Form I-179)

7. Unexpired employment  
authorization document issued  
by the INS (other than those  
listed under List a).

**PAST PERFORMANCE.doc**

Describe any noteworthy successes, accomplishments, awards or commendations achieved during the described experience in providing services, and any other information the offeror considers relevant to its corporate experience. The Government will accept no more than one single spaced page.

**PAST PERFORMANCE TABLE**

<b>Contract Number</b>	<b>Description of Services &amp; explain how its directly related and/or similar or relevant to this SOW</b>	<b>Number &amp; type of health care workers</b>	<b>Location of Services</b>	<b>Dates of Services Provided</b>	<b>Name, organization, address &amp; telephone number of a verified PO at the federal, state, local government or commercial entity for which the contract services were performed</b>

**MANAGEMENT PLAN**  
**(Management Plan.doc)**

Management – Section L, Management Plan; Offeror's Technical Proposal Format

A. General

1. Will you have a local person on site to manage the contract? If not, where will they be located?

Response:

2. Describe how expiring licenses and certifications will be tracked to ensure that they are kept current and that the Government has the latest versions.

Response:

3. Will you subcontract and/or team with other large or small businesses?

Response:

4. If yes, provide letters from the subcontractors and/or teaming partners or other businesses that indicate how teaming arrangements will be used and specify the performance responsibility of each subcontractor and/or teaming partners if a contract is awarded.

Response:

5. Do you maintain a roster of potential candidates (i.e. back up personnel) for replacing contract health care workers? If yes, please describe.

Response:

6. Do you currently employ all classes of personnel (Cardio-Thoracic Surgeons, Cardiovascular Perfusionists, Circulating RNs, CICU/ICU Registered Nurses, Physician Assistants, and Cardiovascular Technologists) required under both the minimum and maximum requirements of the solicitation? If not describe how you would locate and recruit the required personnel.

Response:

7. Describe your personnel substitution procedures that will be used to ensure fulfillment of staffing requirements during planned and unplanned absences.

Response:

8. Describe your credentials compilation and verification process.

Response:

9. Will you pre-credential candidates before a need is identified?

Response:

10. Will you keep candidates up to date on the status of the contract prior to contract award thus ensuring a good contract start? If yes, please describe.

Response:

11. Does your company conduct employee progress reviews? If yes, please describe.

Response:

B. Benefits

1. Indicate the benefits provided to contract personnel

2a. 401K - ☐ Yes ☐ No

If "Yes", what amount or percentage or dollar amount do you contribute?

2b. Health Insurance - ☐ Yes ☐ No

If "Yes", what amount or percentage or dollar amount do you contribute?

2c. Dental Insurance - ☐ Yes ☐ No

If "Yes", what amount or percentage or dollar amount do you contribute?

2d. Is a 125 Pre-tax medical spending account available? - ☐ Yes ☐ No

2e. Uniform Allowance - ☐ Yes ☐ No

If "Yes", what amount or percentage do you contribute?



2f. Continuing Education - ☐ Yes ☐ No

If "Yes", what amount or percentage do you contribute?

If "Yes", describe your continuing education benefit in terms of types of courses and number of days/hours.

2g. Do you allow personnel to decline all or some benefits in exchange for an increase in direct compensation? ☐  
Yes ☐ No

2h. Other Benefits: Identify any other benefits provided and the amount you contribute.

ATTACHMENT 012

GROUP PRACTICE SELF-CERTIFICATION

1. In order to be considered for award under this contract, the offeror must possess the following group practice characteristics.

a. Is at least 60% of your group's practice dedicated to the services described herein?  
☐ Yes ☐ No

b. Will at least one physician who will be credentialed to perform services under this contract possess a minimum of 3 years experience performing pediatric Cardio-Thoracic surgery procedures within the preceding 5 years? ☐ Yes ☐ No

c. Has your group practice been in existence as an entity for at least 5 years? ☐ Yes ☐ No.

d. Does your group consist of at least 4 surgeons certified by the American Board of Thoracic Surgeons? ☐ Yes ☐ No.

Department of the Navy

NAVMED P-117  
CHANGE 107

Subj: Off-duty Remunerative Professional Employment (Regulatory)

1. General. Off-duty remunerative professional civilian employment, including self-employment (hereto referred to as off-duty employment) of active duty Medical Department officers is subject to policies herein stated by the chief, Bureau of Medicine and Surgery, and policies applicable to all members of the naval service as stated by the Secretary of the Navy (SECNAVINST 5370.2 series) and the Chief of Naval Personnel (BUPERSMAN 34205000). No Medical Department officers on active duty shall engage in any off-duty employment without first obtaining the permission of the commanding officer.

2. Guideline

a. Medical Department officers on active duty are in a 24-hour duty status and their military duty takes precedence on their time, talents, and attention.

b. Permission for an officer to engage in off-duty employment shall be based on a determination by the commanding officer that the permission requested is consistent with these guidelines and that the proposed employment will not interfere with the officer's military duties. If approved, employment will normally not exceed 16 hours per week. Periods in excess of 16 hours per week can be authorized only if the commanding officer finds that special circumstances exist which indicate that no conflict with military duties will occur, notwithstanding the addition hours. Permission to engage in off-duty employment may be withdrawn at any time.

c. A Medical Department officer in off-duty employment shall not assume primary responsibility for the care of any critically ill person on a continuing basis as this will inevitably result in compromise of responsibilities to the patient or the primacy of military obligations.

d. Medical Department officer trainees are prohibited from off-duty employment. Other Medical Department officers are discouraged from off-duty employment. No officer shall request or be granted administrative absence for the primary purpose of conducting off-duty employment.

e. Off-duty employment shall not be conducted on military premises, involve expense to the Federal government, nor involve use of military equipment, personnel, or supplies. Military personnel may not be employed by Medical Department officers involved in off-duty employment.

f. Off-duty employment shall not interfere, nor be in competition, with local civilian practitioners in the health professions and must be carried out in compliance with all applicable licensing requirements. To ensure this, a statement shall be provided from the appropriate local professional association indicating that there is a need for the individual's service in the community. Local licensing requirements are the responsibility of officers wishing to engage in private practice. Those engaging in private practice are subject to all requirements of the Federal narcotic law, including registration and payment of tax.

g. There may be no self-referral from the military setting to their off-duty employment on the part of military Medical Department officers.

h. No Medical Department office on active duty in off-duty employment may solicit or accept a fee directly or indirectly for the care of a member, retired member, or dependent of such members of the uniformed services as are entitled to medical or dental care by those services. Indirect acceptance shall be interpreted to include those fees collected by an emergency room or walk-in clinic staffed by a military medical officer. Entitled members must be screened and identified as such by the facility and their charges reduced to reflect that portion of the charges which are accounted for by the military medical officer's services. Nor may such a fee be accepted directly or indirectly for the care of Department of Veterans Affairs beneficiaries.

i. The Assistant Secretary of Defense (Health Affairs) has decreed that it will be presumed that a conflict of interest exists and, hence, CHAMPUS payments will be disallowed in any claim of a CHAMPUS provider who employs an active duty military member or civilian employee. The only two exceptions are:

(1) Indirect payments to private organizations to which physicians of the National Health Service Corps (NHSC) are assigned (but direct payments to the NHSC physician would still be prohibited).

(2) Payments to a hospital employing Government medical personnel in an emergency room provided the medical care was not furnished directly by the Government personnel.

j. Subsidiary obligations arising out of off-duty employment, such as appearances in court or testimony before a compensation board, which take place during normal working hours, shall be accomplished only while on annual leave.

k. These guidelines do not apply to the provision of emergency medical assistance in isolated instances. Also excluded are nonremunerative community services operated by nonprofit organizations for the benefit of all the community and deprived persons, such as a drug abuse program, program volunteer, venereal disease centers, and family planning centers.

l. Medical Department officers are expected to be aware of and comply with all other statutes and regulations pertaining to off-duty employment. Where doubt exists as to whether all applicable constraints have been considered, consultation should be effected with the local naval legal service office.

3. The local command has primary responsibility for control of off-duty employment by Medical Department officers. Guidelines above serve as a basis for carrying out this responsibility.

4. Medical Department officers requesting permission to engage in off-duty employment shall submit their request to the commanding officer on NAVMED 1610/1, Off-duty Remunerative Professional civilian Employment Request, and shall sign the Statement of Affirmation thereon in the commanding officer's presence or designee. Approval or disapproval by the commanding officer shall be indicated in the appropriate section of NAVMED 1610/1. Medical Department officers shall advise their off-duty employers that as military members they are required to respond immediately to calls for military duty that may arise during scheduled off-duty employment. The commanding officer's approval of an officer's request for off-duty employment may not be granted without written certification from the off-duty employer that he or she accepts the availability limitations placed on the Medical Department officer.

5. The requester shall inform the commanding officer in writing of any deviation in the stated request prior to the inception of any such changes.

6. Permission shall be withdrawn at any time by the commanding officer when such employment is determined to be inconsistent with the above guidelines. Where permission is withdrawn the officer affected shall be afforded and opportunity to submit to the commanding officer a written statement containing the Medical Department officer's views or any information pertinent to the discontinuance of the employment.

7. Reports are not required to be submitted to BUMED by field activities. However, during Medical and Dental Inspectors General visits or other administrative onsite visits, local command compliance with this article will be reviewed. In addition, adequate records should be maintained to provide summarized information as may be necessary for monitoring and evaluating the functioning of this program by BUMED or higher authority.

Contract Administration Plan for  
Cardio-Thoracic Surgery Services  
National Naval Medical Center, Bethesda, MD  
Contract <TBD>  
<date>

I. Definitions.

- a. Administrative Contracting Officer (ACO). To the extent that the Procuring Contracting Officer has delegated contract administration, the Government official responsible for administering the contract. For the purposes of this contract, the PCO has retained contract administration responsibilities. Therefore, the terms PCO and ACO refer to different functions performed by the same individual.
- b. Alternate Contracting Officer's Representative (ACOR). In the absence of the Contracting Officer's Representative, the Government official appointed in writing by the Procuring Contracting Officer who functions as the technical representative of the Procuring Contracting Officer for a specific contract, for a specified period of time.
- c. Bureau of Medicine and Surgery (BUMED). The Department of the Navy command responsible for all Navy health and dental contracting initiatives.
- d. Commanding Officer. The medical department officer that has ultimate responsibility for the operation of an MTF.
- e. Contracting Officer's Representative (COR). The Government official appointed in writing by the Procuring Contracting Officer who functions as the technical representative of the Procuring Contracting Officer.
- f. Contractor. The offeror identified in block 15A of the Standard Form 33 or block 7 of the Standard Form 26 and its healthcare workers who are providing services under the contract.
- g. Medical Treatment Facility (MTF). The DoD hospital or medical center requiring services under these contracts. The abbreviation, "MTF" includes all the Branch Medical Clinics, Medical Administrative Units, Branch Medical Annexes and other subordinate clinical activities specified in these contracts. The abbreviation, "MTF" also refers to any military treatment facility within the scope of this contract.
- h. Naval Medical Logistics Command (NAVMEDLOGCOM). The Department of the Navy command responsible for implementation of the Bureau of Medicine and Surgery healthcare contracting initiatives.
- j. Procuring Contracting Officer (PCO). The Government official within NAVMEDLOGCOM authorized by warrant to enter into these contracts for the Government.
- k. Technical Assistant (TA). The MTF representative who may be assigned to provide technical or administrative assistance to the COR. TAs may be assigned to assist and support the COR but shall not be given the authority to provide any technical direction or clarification directly to the Contractor.

II. Responsibilities.

- a. The Navy's Assistant Chief for Healthcare Operations, Bureau of Medicine and Surgery (BUMED Code MED-03) as Program Manager shall:
  - 1. Establish medical contract policy guidance.
  - 2. Provide overall direction for the planning, development, and operation of all Navy MTFs.

3. Monitor the progress and achievement of medical contracts within the Navy's health care delivery system.

4. Serve as subject matter expert for all technical aspects of medical and dental contracting efforts.

5. Monitor MTF compliance with policies detailing the use of the Managed Care Support Contracts (MCSCs).

b. The Procuring Contracting Officer (PCO), Acquisition Management Directorate (Code 02), Naval Medical Logistics Command shall:

1. Perform all required pre-award actions including providing information or answering questions that arise during the solicitation period and as a result of Freedom of Information Act (FOIA) inquiries.

2. Review the CAP Documentation Form and complete Part II. The PCO shall furnish sample COR and TA nomination letters to the MTF in accordance with NAVSUPINST 4205.3D.

3. Verify that the individual(s) nominated to act as COR have had the required training and the necessary experience. If the PCO determines that a nominee does not meet experience and training requirements, the PCO shall request that the MTF nominate another individual.

4. Review the CAP prior to incorporation into the solicitation. This review shall ensure that all contract administration functions are assigned, suit the specific circumstances of the contract and give due consideration to the type of contract, the place of performance, period of performance, and inspection and acceptance criteria stated in the solicitation/contract.

5. Include the COR duties contained in this master CAP in the resultant solicitation/contract. Additional duties shall be separately delineated within the contract, as appropriate.

6. Designate the paying office in the contract.

7. Appoint the COR and ACOR.

8. Perform all contract administration duties of a Contracting Officer. Regular meetings between the PCO, the COR and/or the MTF Commanding Officer (or representative) will be held to discuss the status of and the performance under individual contracts. The format and frequency of these meetings will depend upon the size and complexity of the contract.

NOTE: All parties are specifically reminded that only the Contracting Officer has the authority to modify the terms of the contract. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the Contractor and any other person be effective or binding on the Government. When/if, in the opinion of the Contractor, any direction affecting the terms of the basic contract has been given by the COR or any other person, the Contractor shall promptly notify the PCO.

9. Evaluate reports of Contractor non-compliance and take appropriate action within 30 days of receipt. Copies of any correspondence regarding the results of such analyses shall be provided to the MTF and the COR simultaneously with the action taken.

10. Arrange the post-award conference, if required. Invite necessary attendees. Ensure that the requirements of the contract and the COR's duties are thoroughly discussed and understood. Ensure that all personnel involved understand current DoD Standards of Conduct policies.

11. Oversee the performance of CORs under the contract. Prompt action shall be taken when COR (or alternate) is not performing properly.

12. Maintain the official contract file including modifications (and all back-up documentation).

13. Maintain the accuracy of this Master CAP throughout the life of these contracts.

14. Maintain a list of all CORs under their authority. Periodically review the files and performance of these CORs in accordance with NAVSUPINST 4205.3D and local policies.

15. Review the existing annual Contractor performance reports prior to negotiating any logical follow on task orders under these contracts. Enter data into the Contractor Performance Assessment Reporting System (CPARS).

16. Maintain a log of total hours ordered under this contract by CLIN/SLIN to guarantee that maximum order quantities are not exceeded. Notify the Healthcare Program Analyst (NAVMEDLOGCOM Code 07) and the MTF when 75% of the maximum order quantity of any CLIN/SLIN has been reached.

c. The Healthcare Program Analyst, Healthcare Services Support Directorate (Code 07), Naval Medical Logistics Command shall:

1. Submit a completed and signed CAP Documentation Form with answers to questions that pertain to this acquisition.

2. As appropriate, submit the Contract Data Requirements List (DD Form 1423 or CDRL) providing a description of all reports/outputs required from the Contractor.

3. Act as the healthcare contracting technical manager for BUMED. Ensure consistency among healthcare contracts, providing coordination and technical liaison between MTFs, BUMED, CORs, and the PCO.

4. Coordinate/develop the procurement technical requirements including a performance work statement (Section C); draft input to Sections B, H, L and M; a draft Source Selection Plan; a draft Contract Administration Plan (CAP); potential sources for the procurement; draft quality assurance plan; surveillance plan and other related documents required for the acquisition.

5. Monitor and manage reports of Contractor non-compliance, evaluate reports submitted by the individual CORs and, recommend PCO disposition on all noted discrepancies.

6. Perform healthcare trend analyses and provide feedback to the PCO and CORs.

7. Provide any other technical assistance to the MTF, PCO/ACO, CORs and, other customers.

8. Conduct periodic COR meetings and inspections to discuss status and performance under the contract emphasizing problem identification, problem solving and contract familiarity. These items will be prospectively coordinated with the PCO.

9. Ensure that the MTF, PCO/ACO, CORs, and BUMED are appropriately informed of related healthcare issues.



10. Provide periodic statistical and financial reports to BUMED.

11. Periodically appraise customers of hours/service remaining within Schedule B and any anticipated impact that new task orders will have on plans for changes (expansion/reductions) of services.

d. The Commanding Officer of the MTF shall:

1. Budget and provide funding for the contracts.

2. Nominate (to the PCO) individual(s) to be appointed as COR (by name, title, organizational code and telephone number). This individual(s) shall also be the contract quality assurance monitor and lead technical advisor to the ACO and shall be responsible for the technical interface needed during contract performance. An ACOR can be nominated to act in the absence of the COR, when needed, or to provide additional expertise.

**NOTE:** COR duties can not be delegated. The COR shall be accountable for the actions of ACORS or TAs.

**NOTE:** Nomination of new CORs as a result of reassignment, termination of employment, etc., shall be made in accordance with the procedures outlined herein.

3. Ensure all individuals nominated as COR or ACOR have the necessary qualifications to satisfactorily perform the required duties and hold a position of responsibility commensurate with the complexity of the contract. All CORs shall have graduated from a Naval Supply System Command (NAVSUP) approved/BUMED provided medical/dental COR training course prior to their appointment.

4. Upon receipt of the contract from the PCO, forward copies of documents to staff having administrative responsibilities for this contract.

5. Support and supervise the COR in the performance of their duties. If the Commanding Officer determines that assigned duties are not being performed in a satisfactory manner, immediate corrective action shall be taken (including the recommendation to replace the COR if required). The PCO shall be promptly notified of all actions taken. The MTF should consider COR performance in rating all individuals assigned COR functions.

6. Notify the PCO in writing of any organizational or personnel changes affecting the CAP.

7. Ensure that appropriate timely action is taken on all contract related correspondence received from either the PCO or COR. This includes the timely submission (to the PCO) of any requests for changes to the performance work statement, deviations or waivers. An Independent Government Cost Estimate of the impact on contract price and the availability of additional funding (if required) must accompany all requests for changes to the performance work statement/contract. The Contractor's price quote and the rationale for requesting the change shall accompany any changes proposed by the Contractor. The Contractor's price quote serves as a budgetary estimate of the cost impact. The MTF shall also provide input as to technical acceptability of proposed contract language changes.

8. The MTF Commanding Officer may appoint a TA to assist the COR in executing routine contract administration, monitoring and, surveillance duties. The appointment of all TAs must be in writing and must include the TA's responsibilities and limitations. A copy of this appointment letter shall be provided to the PCO. Before appointment, the MTF shall assure that all TAs have the appropriate training and experience.

9. Ensure that necessary business case analyses for the Managed Care Support Contract have been performed and documented.

e. The Contracting Officer's Representative (COR) shall:

1. Attend both the pre-proposal and post-award conferences.
2. Attend periodic meetings (if held) among the PCO, MTF and Contractor(s) to discuss the status of and performance under the contracts.
3. Avoid issuing any instructions that would constitute a change to the contract. The COR and Contractor shall not enter into any understanding, agreement, modification, or change order deviating from the terms of the basic contracts which shall be effective or binding on the Government. If in the opinion of the Contractor, an effort outside the scope of the contract is requested, the Contractor shall promptly notify the PCO in writing. The Contractor shall not act unless the PCO or ACO has issued a written change to the contract. The COR will include, on all correspondence to the Contractor, a declination of authority statement as follows:

*"I have neither the authority nor the intent to change the terms or conditions of this contract. This contract can only be changed by a written modification issued by the Contracting Officer. If you believe that I am requesting an effort outside the scope of this contract, promptly notify the Contracting Officer. Additionally, this shall not be construed as an authorization for new work or additional work not already contained in the contract."*

4. Perform as the technical interface between the Government and the Contractor(s) for these contracts. The COR shall provide technical advice or clarification regarding the performance work statement; milestones to be met within the general terms of the contract or specific subtasks of the contract. The COR is the point of contact through whom the Contractor can relay technical questions and problems to the Contracting Officer. The Contractor may also contact the Contracting Officer directly.

5. Coordinate/facilitate complete and timely credentials submissions between the MTF and the Contractor using the applicable Professional Affairs Coordinator (PAC) staff at the MTF. The COR shall provide technical advice or clarification regarding the performance work statement, milestones to be met within the general terms of the contract or specific subtasks of the contract, maintain a method for tracking expiring credentials, and maintain shift schedules. The COR shall inspect the credentials of each contract employee prior to submission to the PAC.

6. Monitor Contractor performance and progress under the contract. If potentially inefficient or wasteful methods are being used, the COR shall take reasonable and timely action to alert the Contractor and the PCO. Furthermore, the COR shall promptly advise the PCO of any observed continuous and/or substantial deficiencies in the Contractor's performance or other noncompliance with the terms or conditions of the contract. Enclosure (1) is the surveillance plan to be used by the COR to monitor Contractor performance. Deviation from this surveillance plan is only permitted with the prospective approval of the PCO.

7. Promptly issue Contract Discrepancy Reports or CDRs (Enclosure (2)) to the Contractor to document discrepant performance. The COR shall always obtain the Contractor's response/rebuttal to the CDR, evaluate the acceptability of the response and promptly forward the CDR, Contractor response/rebuttal, and the evaluation to the NAVMEDLOGCOM Healthcare Program Analyst.

8. Monitor and verify services provided in accordance with Schedule B of the contract. Keep accurate records of Contractor performance and compare these records with the DD250 or time sheet submitted by the Contractor. The COR shall always use this information as a tool when evaluating Contractor invoices.

9. Inspect and/or accept the services as the official Government representative.

10. Use appropriate, contract-specific sampling methods for contract surveillance.
  11. Completely understand contract invoicing requirements. The COR shall process all DD250s in a timely manner to ensure that prompt payment due dates are met. The COR shall promptly forward copies of the DD250s, with a copy of the Contractor's invoice, to the ACO.
  12. Immediately alert the PCO and the ACO of any unusual performance problems. If a corrective action plan is approved by the Contracting Officer, the COR shall monitor the implementation and effectiveness of that corrective action plan. In uncertain situations, the COR shall always seek advice from the PCO and/or ACO, as prudent, before acting.
  13. Continually monitor the quantity of services provided under each CLIN/SLIN and/or task order. Advise the PCO if it appears that service quantities may be exhausted before the end of the performance period, or if quantities of unused hours for services have been ordered but will not be received by the end of the performance period.
  14. Perform administrative duties including all files which support the actions performed as a COR. The COR shall respond to all contract correspondence in a timely manner. Contract files shall include a conforming copy of the contract, all modifications, a conforming copy of the Contractor's Technical Proposal, all Contractor invoices, all DD250s, all surveillance reports, each CDR (including the Contractor's response/rebuttal), any contract-related correspondence, a contract log or COR diary, all telephone conversation and email records, meeting minutes, reports from Government subject matter experts, and Independent Government Cost Estimates.
  15. Take the necessary steps to ensure that Government property furnished to the Contractor is provided in a timely manner and in proper condition for use. The COR shall maintain both inventory and disposition records for all Government furnished property. This inventory/disposition file is coordinated with the ACO. The COR shall ensure that the Contractor returns all Government furnished property or that Government furnished material has been reasonably consumed in the performance of work.
  16. Read and comply with all applicable Standards of Conduct and Conflict of Interest instructions and procedures including annual financial interest filings.
  17. Ensure that the Contractor receives copies of all regulations and/or directives considered appropriate to the services being provided.
  18. Submit a report detailing the Contractor's performance to the PCO. This report shall be made annually, on or about 01 June of each fiscal year. A final report shall be sent the PCO within 60 days after completion of the contract. The final report shall contain a conclusive statement describing the Contractor's overall performance and an evaluation on the accountability of Government property furnished to the Contractor.
  19. Perform other duties, particular to the contract, as may be incorporated into the contract document or as required by the Contracting Officer.
- f. Technical Assistant (TA). At the direction of the COR, the TA shall:
1. Perform surveillance and identify Contractor deficiencies.
  2. Review contract deliverables, recommending acceptance/rejection, and providing the COR with the documentation to support all recommendations.

3. Assist the COR in the preparation of the final Contractor performance report using the format and procedures prescribed by the Contracting Officer.
4. Identify Contractor non-compliance with reporting requirements.
5. Evaluate Contractor proposals, identifying potential problem areas.
6. Provide (a) timely input for technical clarifications to the performance work statement, (b) technical direction for the Contractor, and (c) recommendations for CAPs.
7. Provide detailed written reports of any trip, meeting, correspondence, telephone conversation, email or, anecdotal conversation after any contact between the TA and the Contractor.

Enclosures:

Surveillance Plan  
Report on Contractor's Performance

1. INTRODUCTION

- a. Purpose. This surveillance plan has been developed to aid the Contracting Officer's Representative (COR) in providing effective and systematic surveillance of all aspects of this contract.
- b. Objective. To ensure that the Contractor is complying with the specifications of the contract by providing quality healthcare services to eligible beneficiaries.
- c. Scope. This plan applies to the Medical contract services. This is a personal services contract. Contract performance will be monitored chiefly through prospective supervision by Navy personnel. Some elements of performance will be monitored by the COR through retrospective surveillance.

2. RESPONSIBILITIES

- a. The Contracting Officer (KO) at NAVMEDLOGCOM is responsible for negotiating all modifications to contract terms, conditions or amounts.
- b. The Healthcare Program Analyst at NAVMEDLOGCOM serves as the technical agent for coordinating issues among the KO, the MTF and the COR. The Healthcare Program Analyst reviews the COR's contract surveillance and provides feedback to the COR and recommendations to the KO. The Healthcare Program Analyst provides technical support to the COR and the KO in preparing modifications. The Healthcare Program Analyst also tabulates statistical data.
- c. The MTF commanding officer is responsible for establishing and maintaining a system for reviewing and approving correspondence submitted by the COR to NAVMEDLOGCOM.
- d. The COR is responsible for assuring Contractor performance through audit, documentation and liaison with the KO. The COR shall ensure that copies of all Contractor correspondence and MTF/COR responses are provided to the KO. The COR must observe the following cautions and limitations:
  - (1) Do not request or direct the Contractor to do anything that is not expressly stated in the contract.
  - (2) Do not attempt to control Contractor efforts except as specifically authorized in the contract.
  - (3) Do not make suggestions or comments that the Contractor could construe as authority to proceed on work not specified in the contract.
  - (4) Do not request changes that add work or objectives not within the scope of the contract. Seek the advice of the KO.
  - (5) Do not accidentally generate a basis for a Contractor claim. Communicate with the Contractor in a timely manner.
  - (6) Exercise diligence in monitoring and documenting the Contractor's performance. When in doubt about any aspect of the contract specifications or the Contractor's performance, seek the advice of the KO or the NAVMEDLOGCOM analyst.
  - (7) Bring to the attention of the KO any extraordinary action on the part of the Contractor, i.e., any performance outside the scope of the contract.

## Surveillance Plan Report on Contractor's Performance

e. The Government supervisory personnel specified in the Task Order are responsible for providing day-to-day supervision and control of contract personnel. This includes provision of technical guidance, direction, and approval of tasks performed to satisfy requirements of the contract/task order.

3. **INSPECTION METHODS.** Several methods serve as means for inspecting Contractor performance. Some methods are more appropriate than others. The COR may use any or all of these inspection methods. Inspection, along with documentation, is vital to ensuring Contractor compliance with contract requirements.

a. **100% Inspection.** This method of surveillance is time consuming, expensive and unrealistic for frequently performed services. However, it is appropriate in critical areas where health and safety are involved and each occurrence of a particular requirement must be examined to determine compliance.

b. **Surveillance Checklists.** Checklists are used for services performed on an infrequent but predictable schedule (e.g., monthly, quarterly, annually, etc.) Any scheduled service that is provided on less than a daily basis can be considered for inclusion on a checklist.

c. **Random Sampling.** Sampling can be an unbiased, comprehensive evaluation of the Contractor's performance while efficiently using limited inspection time. The basis for doing random sampling is MIL-STD-105D, "Sampling Procedures and Tables for Inspection by Attributes". It is based on the statistical concept that an evaluation of randomly chosen occurrences may allow the evaluator to draw conclusions (acceptable/not acceptable) about the universe of occurrences.

d. **Validated Customer Complaints.** Validated customer complaints are the customer's method of documenting problems. The COR will coordinate efforts to acquire, document and validate these complaints. Customer complaints are not used to reject a service, but can be used as further evidence of unsatisfactory performance (e.g. if random sampling shows the specific service is unsatisfactory). When other surveillance continues to show unsatisfactory performance, validated customer complaints can indicate a need to increase surveillance. The COR must have a written validation process for all customer complaints (much like the CDR process). Only validated customer complaints should be forwarded to the Contracting Officer for action. Customer complaints cannot be used in conjunction with other surveillance methods (i.e., partial random sampling plus certain customer complaints) because their occurrences are not truly random.

4. **TIME FRAMES FOR MONITORING PERFORMANCE REQUIREMENTS.** There are several different time frames for monitoring performance requirements of the contract. Depending upon the specific performance requirement, the COR will monitor activities on a one-time basis, a per occurrence basis, or an ongoing basis.

a. **One-time Activities.** This performance requirement is generally monitored for initial or start-up activities, such as submission and verification of the credentials files.

b. **Per Occurrence Activities.** This activity is one that is monitored at each occurrence. Per occurrence activities could often place a patient at unnecessary risk. Examples of these would include medication errors, impaired providers, or any incidents that resulted in disciplinary action against a Contractor employee.

c. **Ongoing Activities.** This performance requirement is one that must be continually monitored throughout the life of the contract because the requirement itself is ongoing. Examples include a requirement for shift coverage, schedule submissions, meeting attendance, maintenance of personnel qualifications and, documentation of annual training.

Surveillance Plan  
Report on Contractor's Performance

5. DOCUMENTATION.

- a. The need to document each contact between the COR and the Contractor cannot be overemphasized. CORs should understand the procedures that are described in FAR Part 33.2. CORs should remember that there will be the primary evidence presented by the Government in any litigation, with the Government bearing the burden of proof. This documentation must be thorough, accurate and complete.
- b. It is important to maintain a record of all other contacts between the COR and the Contractor which reflect normal clinic operations or the services required by the contract. Examples may include schedule submissions, feedback on Contractor credentialing actions, substitution procedures for health care workers, etc. These examples may or may not be a part of routine surveillance, but the COR's ability to reconstruct events will be important if the Government rejects the quality or timeliness of contract services.
- c. Documentation may include Contract Discrepancy Reports (CDRs), meeting minutes, annotations on surveillance checklists, letters, email, telephone conversation records, memoranda, etc. Results of inspections identifying unsatisfactory Contractor performance must be given to the Contractor for review, comment, and corrective action as appropriate.
- d. All performance related inspection documentation is an integral part of the contract file and must be stored and maintained accordingly. The COR should maintain a reading file of all correspondence and pertinent documentation.

6. INVOICING PROCEDURES

- a. At the end of each bi-weekly period of contract performance, the contractor will present the COR with an invoice (Material Inspection and Receiving Report, DD Form 250). The COR will inspect the invoice to ensure that it accurately reflects the amount of service provided by the contractor, but will not accept (sign) the invoice if there are any substantial inaccuracies.
- b. The COR shall coordinate with the supervisor of each clinical area represented on the invoice to determine the accuracy of the service totals included on the invoice. Additional tools which may be available to the COR to confirm invoice amounts are contract employee time clock cards and sign-in/sign-out sheets. Time which is not in some way confirmed through coordination with the applicable supervisor, documented by time clock, documented by time sheet, or confirmed through some other appropriate method available to the COR will not be considered to have been provided.
- c. If the COR disagrees with the invoiced quantities, the COR shall attempt to promptly resolve the discrepancy with the designated contractor representative. The COR shall return the invoice with a memorandum to the key person, rejecting the invoice as "improper". The memorandum shall state the quantity which the COR considers to be correct (the COR can attach a copy of the government time sheet or other documentation as appropriate). A copy of the invoice and the memorandum shall be retained by the COR. The COR shall encourage the contractor to re-invoice for the correct quantity so that it can be certified correctly.
- d. Alternatively, for less substantial invoice errors (such as clerical errors or minor quantity discrepancies), the COR may annotate a change to the invoiced amount on the DD250 form accompanying the contractor's invoice and/or can note the change on a DFAS Prompt Payment Certification form. CORs may NOT note changes directly on the contractor's invoice as it will be rejected by DFAS as improper.
- e. Failure of the contractor to submit invoices in a timely manner, significant or recurring quantity discrepancies on submitted invoices, or failure of the contractor to submit a revised invoice for a billing period, shall be brought to the attention of the KO and NAVMEDLOGCOM.

Surveillance Plan  
Report on Contractor's Performance

7. CONTRACT DISCREPANCY REPORTS (CDRs)

- a. In all instances where the Contractor's performance takes exception to the contract and/or is unacceptable, the COR will issue a CDR to the Contractor.
- b. The COR shall ensure that all inspection data is attached to the CDR. The Contractor cannot be expected to respond to performance deficiencies that are not clearly and specifically identified. A cover memorandum on the CDR should specify that the Contractor has three working days to respond in writing to the COR.
- c. Upon return of the CDR package from the Contractor, the COR shall review the Contractor's comments and give careful, objective consideration to the facts and mitigating circumstances documented in the response. The COR shall then make a final recommendation on the acceptability of Contractor performance and note it on the CDR. The COR shall state why the Contractor's response does or does not have merit. The COR shall attach as much additional documentation as required to support their findings and recommendations.
- d. The COR shall forward copies of each completed CDR and the final recommendation to (1) the Contractor and (2) the KO via the Healthcare Program Analyst.
- e. The Healthcare Program Analyst will review CDRs and will advise the COR of the need for any further documentation. The Healthcare Program Analyst will then forward the documentation to the KO with recommendations for action.

8. COR SURVEILLANCE REQUIREMENTS

- a. Submission of Credentials. The COR shall inspect the credentials of each contract employee.
  - (1) The contractor shall submit Individual Credentials Files (ICFs), Individual Professional Files (IPFs), and qualifications packages (for non-credentialed/non-licensed personnel) in accordance with requirements of the contract and BUMEDINST 6320.66 (latest revision).
  - (2) ICFs and IPFs. The COR will inspect each ICF/IPF for completeness and compliance with contract qualification requirements. Incomplete/incorrect packages will be returned to the contractor under a memo documenting the deficiencies. Complete/correct packages will be forwarded to the Professional Affairs Coordinator (PAC) for formal credentialing action. The PAC will inform the contractor by letter or email upon approval of a package.
  - (3) Non-credentialed/non-licensed personnel. The contractor shall submit to the COR a package of documents demonstrating the individual's compliance with contract requirements. The COR will review each package and return to the contractor under a memo stating approval or reason(s) for disapproval.
- b. **Orientation.** In coordination with the supervisors for whom services are being provided, the COR shall coordinate the availability of appropriate orientation sessions and shall track and maintain records of orientation completed by contractor personnel. The COR shall ensure that all orientation is completed within the timeframes specified in the contract and notify the contractor of deficiencies.
- c. Background checks for childcare workers. The COR shall ensure the completion by contractor personnel of background check forms, coordinate with the appropriate security service to obtain requisite fingerprints, forward the forms to the required law enforcement agencies, and maintain a file of completed background checks. The COR shall notify the MTF chain of command and the contracting officer immediately upon the receipt of an unfavorable background check.



Surveillance Plan  
Report on Contractor's Performance

d. Maintenance of Credentials.

(1) The COR shall maintain a method for tracking expiring credentials, such as a database or spreadsheet. The method chosen should include at least the guidelines in this paragraph, as best implemented in accordance with MTF policy. Not less than once per month, the COR shall review the tracking file and identify any credentials due to expire within 2 months. The COR shall notify the contractor of those expiring credentials and advise the contractor that the affected individual will not be permitted on the staffing schedule or allowed to provide service under the contract following expiration of credentials.

(2) The COR shall maintain a record of contractor personnel compliance with health certification requirements of the contract. The COR shall notify the contractor of expired health certifications.

e. Contractor shift schedules for personnel for which replacement coverage is required. The COR will inspect the Contractor submitted schedule for those positions for which coverage is required. The COR shall compare the schedule to the contract requirements, note deficiencies, and inform the contractor of those deficiencies. The contractor shall be required to submit an updated schedule.

f. Full-time versus part-time staff. The COR shall ensure that the contractor uses only full-time individuals as required by the contract. The COR shall also ensure that the contractor does not use part-time personnel in excess of any restrictions imposed thereon by a particular task order. The COR shall coordinate with the respective supervisors to monitor these requirements.

g. Personnel substitution. The COR shall monitor contractor compliance with clause H.6 restricting substitution of approved personnel within 30 days following the start of task order services.

h. Contract Discrepancy Reports (CDRs). The COR's responsibilities for documentation of contractor performance problems using the Contract Discrepancy Report (Enclosure 2) are given in paragraph IIe of the Contract Administration Plan. The COR shall maintain close communication with the supervisor(s) of contractor personnel as they will be most aware of day-to-day performance issues which may arise. CDRs shall be completed by the COR, not the supervisor. A CDR shall be completed by the COR in accordance with the Contract Administration Plan whenever there exist unresolved COR surveillance deficiencies or unresolved supervisory issues. The CDR is presented to the contractor's designated representative, not the contractor employee who failed to perform in accordance with the contract. That is not to say that a CDR must be completed every time there is a deviation from contract requirements. The COR or supervisor is better served by attempting to solve performance problems at the lowest level possible and in the least threatening manner possible, not by producing a CDR for every minor infraction. It is best to seek cooperative resolution, and then resort to formal documentation via a CDR if resolution cannot be reached. This approach shall not avoid documentation of performance if a problem cannot be expeditiously resolved cooperatively, the CDR process should be invoked. The CDR form is designed to produce a record of both Government and contractor positions. There is no requirement that this form be reduced to hard copy; an electronic copy attached to emails transmitted between representatives is acceptable.

## 9. SUPERVISOR RESPONSIBILITIES

a. The supervisor is the individual Government employee responsible for providing the day-to-day direction and control of the activities of the personal services healthcare worker. The supervisor(s) of contract personnel shall read and retain a copy of the contract and the specific task order under which the supervisor is receiving services. The supervisor shall recognize that the contract/task order protects the interests of both the Government and the contractor/contract personnel and that the contract prescribes duties and responsibilities for both parties.

## Surveillance Plan Report on Contractor's Performance

b. This personal services contract provides the supervisor with the ability to direct and control the day-to-day activities of the contract personnel. However, the supervisor shall be aware of the overall scope of the contract and the particular duties defined by the contract as being within that scope. The supervisor shall ensure that duties assigned to contract personnel are consistent with the duties prescribed by the contract.

c. The supervisor shall be aware of their responsibilities for supervision of contract personnel (which may differ from their responsibilities regarding supervision of government personnel). This includes assignment of specific work hours; the task order may impose this responsibility on the supervisor or it may reserve work scheduling as a function of the contractor. The same may apply to the administration of leave for contract personnel. The task order will provide specific information regarding these functions and the supervisor shall become familiar with these provisions.

d. Under those task orders where the supervisor is responsible for administering leave, contract personnel do not fall under the government personnel system and a third party will not maintain their leave balances. The supervisor must maintain leave balances. The supervisor should coordinate with the COR to develop and maintain an effective system (such as a spreadsheet file) to track contractor leave. Further, a system must be developed between the supervisor and the contract personnel to ensure each is aware of the current balance so to avoid disputes regarding leave amounts accrued and used.

e. Regardless of whether the supervisor is responsible for administering leave for contract personnel, the supervisor must track the amount (hours) of service received from contract personnel. Coordination with the COR on this point is critical. The COR is responsible for certifying contractor invoices as being correct; i.e., representing the actual services received by the government. As the COR may not have day-to-day visibility of each contract work-site, contract individual, shifts worked, etc., supervisors must keep meticulous records of services received and establish a convenient means to transmit accurate, complete records to the COR for use in certifying invoices.

f. The requirements and limitations prescribed by the contract must always be maintained. The supervisor is best served by managing contract personnel in the same manner as they manage government personnel. That is, the supervisor should not impose on contractor personnel burdens or privileges that are contrary to those imposed on the Government's staff performing the same function. When in doubt regarding this general guidance, the supervisor should contact the COR for specific guidance and interpretation.

g. The supervisor's responsibility for management of contractor personnel extends to the normal feedback that should be provided to any employee regarding the quality of their performance. Contractor employees should be informed when they have done a good job and when they have not done a good job (failed to meet contract requirements). Counseling sessions regarding both good performance and poor performance must be documented by the supervisor. This documentation, both positive and negative, creates a critical trail that will be used for future Task Order award decisions. When counseling sessions for poor performance do not have a positive effect on contractor employee performance, the supervisor must contact the COR. A copy of all counseling sessions must be provided to the COR.

h. The supervisor should schedule regular meetings with the COR to discuss contract progress and performance. Performance problems are always most easily handled with early recognition and a consistent corrective action system. Between regularly scheduled meetings, the supervisor should contact the COR immediately upon recognition of contract performance issues. The supervisor should attempt to handle normal day-to-day individual performance issues through normal supervisory methods. However, the supervisor must contact the COR when individual performance issues continue without resolution.

CONTRACT DISCREPANCY REPORT		
Contract Number:	Contract Clause:	Date:
COR Findings:		
COR (sign and date):		
Contractor Response:		
Contractor Project Manager (sign and date):		
COR Determination/Recommendation:		
COR (sign and date):		

## REPORT ON CONTRACT PERFORMANCE

COMPANY OR INDIVIDUAL'S NAME:

(IF CONTRACT IS WITH INDIVIDUAL STATE THEIR NAME)

(IF CONTRACT IS WITH A COMPANY STATE THE COMPANIES NAME)

CONTRACT NUMBER: \_\_\_\_\_

TYPE OF SERVICE: \_\_\_\_\_

REPORTING PERIOD: \_\_\_\_\_

COR/TECHNICAL LIAISON: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

SUPERVISOR OF HCW: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

REPORT PREPARED BY: \_\_\_\_\_

TELEPHONE NO: \_\_\_\_\_

### Definitions:

**Contractor** means the entity (business or individual) that has the legal duty to perform the contract.

**HCW** means the "Health Care Worker" who is providing the service.

**Note:** In contracts with individuals, the Contractor is also the HCW.

### Quality of Service

YES NO N/A

1. Was any HCW the subject of a validated patient

☐☐ ☐

complaint? If yes explain \_\_\_\_\_

2. Was any HCW the subject of an occurrence report?

☐☐ ☐

If yes explain \_\_\_\_\_

3. Did the HCW(s) interact and take direction in

☐☐ ☐

accordance with the contract, clinical standards, and protocol? If no, explain \_\_\_\_\_

**Quality of Service, (cont)**

YES NO N/A

4. Was HCW productivity and quality comparable to

☐ ☐☐that of other HCWs assigned the same scope of services?  
If no, explain \_\_\_\_\_

5. Were all services provided as dictated by the terms

☐ ☐☐

of the contract? If no, explain \_\_\_\_\_

6. Were there any other documented problems with

☐ ☐☐the quality of the services provided by an HCW? If so  
explain \_\_\_\_\_

7. Have any HCWs been cited for commendable

☐☐ ☐

performance? If so explain \_\_\_\_\_

CONTRACT NUMBER: \_\_\_\_\_

8. Have any contract HCWs performed in an exemplary

☐ ☐☐

manner? If so explain \_\_\_\_\_

**Additional comments on Quality of Service provided:**

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**The Schedule**

YES NO N/A 1.

Did the Contractor submit complete credentials ☐ ☐  
☐

file/professional file information on time?

2. Did the health care workers begin performance ☐ ☐  
☐

on the date and time scheduled?

3. (Contracts with agencies only) ☐ ☐  
☐

Did any HCW miss a shift without approved leave or  
absence? If so how many?

Number of shifts missed Number of shifts scheduled

4. Did the Contractor submit invoices on time and ☐  
☐ ☐  
in accordance with the contract?\_\_\_\_\_

5. Contracts with agencies only: ☐ ☐  
☐

Did any HCW request more than 13 days of  
unplanned absences during the contract year?\_\_\_\_\_

6. Did any HCW request leave without pay (LWOP) ☐  
☐ ☐  
during the performance period? If so, what were the  
circumstances?\_\_\_\_\_

7. Was leave requested and used in accordance with ☐  
☐ ☐  
the contract? If no, explain\_\_\_\_\_

8. Was any HCW habitually late to work? If so, how ☐  
☐ ☐  
many times?\_\_\_\_\_

**Additional comments on the Schedule of services:**

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CONTRACT NUMBER \_\_\_\_\_

**Management of Key Personnel**  
**(Contracts with companies only)**

N/A 1. Did the Health Care Workers meet the minimum

☐ ☐ ☐

qualifications in the contract?

2. Did any of the HCWs exceed the

☐

minimum qualifications stated in the contract  
in a way that was beneficial to the Navy?  
If yes, explain \_\_\_\_\_

3. Did the Contractor experience turnover of

☐

HCWs during the period? If so, what is the ratio of  
HCW turnover to total HCWs on the contract?  
(ie: 20/2 = 20 HCWs on the contract to 2 HCW  
turnover during the reporting period) \_\_\_\_\_

4. If yes to 3 above state the average amount

☐

of time taken for substitution of personnel  
from the date that one HCW left contract?  
Number of days: \_\_\_\_\_

5. Did the Contractor submit complete technical

☐ ☐

packages for substitutions? \_\_\_\_\_

6. Were all HCW maintenance requirements (licensure,

☐ ☐

BLS, etc.) kept current during the reporting period?  
If no, explain \_\_\_\_\_

7. Did any HCW experience problems obtaining pay or

☐ ☐

benefits from the Contractor during the reporting

YES NO

☐ ☐

☐ ☐

☐ ☐

☐

☐

☐

period? If no, explain\_\_\_\_\_

**Additional comments on the Management of Key Personnel:**

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**Business Relationships**

(applies to contracts with both companies and individuals) YES

NO N/A 1. Is the Contractor responsive to your questions

☐ ☐ ☐

and concerns?

CONTRACT NUMBER: \_\_\_\_\_

2. Does the Contractor/ISA provider conduct business

☐

☐ ☐

in a professional and courteous manner?

**Additional comments on Business Relationships:**

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Special comments on performance:

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